CONTRACT DOCUMENTS

FOR

COLLECTION AND DISPOSAL OF ALL

REFUSE, RUBBISH, GARBAGE, AND RECYCLABLES

FOR

CLAY REFUSE DISTRICTS

TOWN OF CLAY
ONONDAGA COUNTY, NEW YORK

Ronald F. DeTota, II, P.E.

OCTOBER 2025

C&S ENGINEERS, INC.
499 COLONEL EILEEN COLLINS BOULEVARD
SYRACUSE, NEW YORK 13212

CONTRACT DOCUMENTS

FOR

COLLECTION AND DISPOSAL OF ALL REFUSE, RUBBISH, GARBAGE, AND RECYCLABLES FOR CLAY REFUSE DISTRICTS

TOWN OF CLAY
ONONDAGA COUNTY, NEW YORK

TOWN BOARD

DAMIAN M. ULATOWSKI, SUPERVISOR

JOSEPH A. BICK
EUGENE B. YOUNG
DAVID A. CAPRIA
EDWARD WISNOWSKI
RYAN A. PLESKACH
DEBORAH MAGARO-DOLAN

JILL HAGEMAN-CLARK, TOWN CLERK

ROBERT M. GERMAIN, ATTORNEY

TOWN OF CLAY, TOWN HALL
4401 ROUTE 31
CLAY, NEW YORK 13041

OCTOBER 2025

C&S ENGINEERS, INC.
499 COLONEL EILEEN COLLINS BOULEVARD
SYRACUSE, NEW YORK 13212

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NOTICE TO BIDDERS
FOR
COLLECTION & DISPOSAL OF ALL
REFUSE, RUBBISH, GARBAGE AND RECYCLABLES FOR
CLAY REFUSE DISTRICT NO. 1
TOWN OF CLAY
ONONDAGA COUNTY, NEW YORK

Sealed bids for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables for Clay Refuse District No. 1, within the Town of Clay, will be received by the Town Board, Town of Clay, Onondaga County, New York at the Clay Town Hall, 4401 Route 31, Clay, New York 13041, until **11:00 A.M.,** Local Time, **October 1, 2025,** and there at said Town Hall, at said time, publicly opened and read aloud.

This Contract includes all the labor, equipment and materials necessary for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables in the Clay Refuse District No. 1, beginning January 1, 2026. A reduced copy of the district map is included with the Contract Documents and shows the locations of the approximately **587** homes to be served.

Any Contractor bidding to perform services under this proposal shall be solely responsible for determination of the volumes and tonnages involved.

Electronic PDF copies of the Contract Documents may be obtained at no expense from C&S Engineers, on behalf of the Town of Clay, starting on **September 15, 2025 at 12:00pm**. To initiate the process, please contact Rita Fendick at rfendick@cscos.com , 315-703-4127 where your organizations name, contacts name, address, telephone number, and email address will be recorded on the plan holders list. Once the required information is recorded, the contact will receive an email with the attached documents or a download link dependent upon file size. The Bidder will be responsible for any and all printing and shipping costs of plans and specifications, and selection of a printing company, as deemed necessary in order to prepare their Bid. If your bid documents request is not fulfilled within 24 hours, alternatively contact Ron DeTota (rdetota@cscos.com), Phone: (315)-455-2000.

Each bid submitted shall be accompanied by a CERTIFIED CHECK, payable to the Town of Clay, in the amount of $1,000 subject to the conditions provided in the Contract Documents.

The Town Board of the Town of Clay reserves the right to waive any informalities in the Bid and to reject any or all bids and re-advertise for new bids. Each bidder is responsible for familiarizing themselves with all the terms and conditions of the Contract and the provisions contained therein.

Dated: September 3, 2025

BY ORDER OF THE TOWN BOARD, TOWN OF CLAY, ONONDAGA COUNTY, NEW YORK

By:_____
Damian M. Ulatowski, Supervisor

ADVERTISEMENT
NOTICE TO BIDDERS
FOR
COLLECTION & DISPOSAL OF ALL
REFUSE, RUBBISH, GARBAGE AND RECYCLABLES FOR
CLAY REFUSE DISTRICT NO. 2
TOWN OF CLAY
ONONDAGA COUNTY, NEW YORK

Sealed bids for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables for Clay Refuse District No. 2, within the Town of Clay, will be received by the Town Board, Town of Clay, Onondaga County, New York at the Clay Town Hall, 4401 Route 31, Clay, New York 13041, until **11:00 A.M.,** Local Time, **October 1, 2025,** and there at said Town Hall, at said time, publicly opened and read aloud.

This Contract includes all the labor, equipment and materials necessary for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables in the Clay Refuse District No. 2, beginning January 1, 2026. A reduced copy of the district map is included with the Contract Documents and shows the locations of the approximately **3,625** homes to be served.

Any Contractor bidding to perform services under this proposal shall be solely responsible for determination of the volumes and tonnages involved.

Electronic PDF copies of the Contract Documents may be obtained at no expense from C&S Engineers, on behalf of the Town of Clay, starting on **September 15, 2025 at 12:00pm**. To initiate the process, please contact Rita Fendick at rfendick@cscos.com , 315-703-4127 where your organizations name, contacts name, address, telephone number, and email address will be recorded on the plan holders list. Once the required information is recorded, the contact will receive an email with the attached documents or a download link dependent upon file size. The Bidder will be responsible for any and all printing and shipping costs of plans and specifications, and selection of a printing company, as deemed necessary in order to prepare their Bid. If your bid documents request is not fulfilled within 24 hours, alternatively contact Ron DeTota (rdetota@cscos.com), Phone: (315)-455-2000.

Each bid submitted shall be accompanied by a CERTIFIED CHECK, payable to the Town of Clay, in the amount of $1,000 subject to the conditions provided in the Contract Documents.

The Town Board of the Town of Clay reserves the right to waive any informalities in the Bid and to reject any or all bids and re-advertise for new bids. Each bidder is responsible for familiarizing themselves with all the terms and conditions of the Contract and the provisions contained therein.

Dated: September 3, 2025

BY ORDER OF THE TOWN BOARD, TOWN OF CLAY, ONONDAGA COUNTY, NEW YORK

By:_____
Damian M. Ulatowski, Supervisor

ADVERTISEMENT
NOTICE TO BIDDERS
FOR

COLLECTION & DISPOSAL OF ALL
REFUSE, RUBBISH, GARBAGE AND RECYCLABLES FOR
CLAY REFUSE DISTRICT NO. 3
TOWN OF CLAY
ONONDAGA COUNTY, NEW YORK

Sealed bids for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables for Clay Refuse District No. 3, within the Town of Clay, will be received by the Town Board, Town of Clay, Onondaga County, New York at the Clay Town Hall, 4401 Route 31, Clay, New York 13041, until **11:00 A.M.,** Local Time, **October 1, 2025,** and there at said Town Hall, at said time, publicly opened and read aloud.

This Contract includes all the labor, equipment and materials necessary for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables in the Clay Refuse District No. 3, beginning January 1, 2026. A reduced copy of the district map is included with the Contract Documents and shows the locations of the approximately **2,252** homes to be served.

Any Contractor bidding to perform services under this proposal shall be solely responsible for determination of the volumes and tonnages involved.

Electronic PDF copies of the Contract Documents may be obtained at no expense from C&S Engineers, on behalf of the Town of Clay, starting on **September 15, 2025 at 12:00pm**. To initiate the process, please contact Rita Fendick at rfendick@cscos.com , 315-703-4127 where your organizations name, contacts name, address, telephone number, and email address will be recorded on the plan holders list. Once the required information is recorded, the contact will receive an email with the attached documents or a download link dependent upon file size. The Bidder will be responsible for any and all printing and shipping costs of plans and specifications, and selection of a printing company, as deemed necessary in order to prepare their Bid. If your bid documents request is not fulfilled within 24 hours, alternatively contact Ron DeTota (rdetota@cscos.com), Phone: (315)-455-2000.

Each bid submitted shall be accompanied by a CERTIFIED CHECK, payable to the Town of Clay, in the amount of $1,000 subject to the conditions provided in the Contract Documents.

The Town Board of the Town of Clay reserves the right to waive any informalities in the Bid and to reject any or all bids and re-advertise for new bids. Each bidder is responsible for familiarizing themselves with all the terms and conditions of the Contract and the provisions contained therein.

Dated: September 3, 2025

BY ORDER OF THE TOWN BOARD, TOWN OF CLAY, ONONDAGA COUNTY, NEW YORK

By: _____

Damian N. Ulatowski, Supervisor

ADVERTISEMENT
NOTICE TO BIDDERS
FOR
COLLECTION & DISPOSAL OF ALL
REFUSE, RUBBISH, GARBAGE AND RECYCLABLES FOR
CLAY REFUSE DISTRICT NO. 4
TOWN OF CLAY
ONONDAGA COUNTY, NEW YORK

Sealed bids for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables for Clay Refuse District No. 4, within the Town of Clay, will be received by the Town Board, Town of Clay, Onondaga County, New York at the Clay Town Hall, 4401 Route 31, Clay, New York 13041, until **11:00 A.M.,** Local Time, **October 1, 2025,** and there at said Town Hall, at said time, publicly opened and read aloud.

This Contract includes all the labor, equipment and materials necessary for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables in the Clay Refuse District No. 4, beginning January 1, 2026. A reduced copy of the district map is included with the Contract Documents and shows the locations of the approximately **2,330** homes to be served.

Any Contractor bidding to perform services under this proposal shall be solely responsible for determination of the volumes and tonnages involved.

Electronic PDF copies of the Contract Documents may be obtained at no expense from C&S Engineers, on behalf of the Town of Clay, starting on **September 15, 2025 at 12:00pm**. To initiate the process, please contact Rita Fendick at rfendick@cscos.com , 315-703-4127 where your organizations name, contacts name, address, telephone number, and email address will be recorded on the plan holders list. Once the required information is recorded, the contact will receive an email with the attached documents or a download link dependent upon file size. The Bidder will be responsible for any and all printing and shipping costs of plans and specifications, and selection of a printing company, as deemed necessary in order to prepare their Bid. If your bid documents request is not fulfilled within 24 hours, alternatively contact Ron DeTota (rdetota@cscos.com), Phone: (315)-455-2000.

Each bid submitted shall be accompanied by a CERTIFIED CHECK, payable to the Town of Clay, in the amount of $1,000 subject to the conditions provided in the Contract Documents.

The Town Board of the Town of Clay reserves the right to waive any informalities in the Bid and to reject any or all bids and re-advertise for new bids. Each bidder is responsible for familiarizing themselves with all the terms and conditions of the Contract and the provisions contained therein.

Dated: September 3, 2025

BY ORDER OF THE TOWN BOARD, TOWN OF
CLAY, ONONDAGA COUNTY, NEW YORK

By: _____

Damian M. Ulatowski, Supervisor

ADVERTISEMENT
NOTICE TO BIDDERS
FOR
COLLECTION & DISPOSAL OF ALL
REFUSE, RUBBISH, GARBAGE AND RECYCLABLES FOR
CLAY REFUSE DISTRICT NO. 5 (INCLUDING CLAIRMONT-FOUR SEASONS)
TOWN OF CLAY
ONONDAGA COUNTY, NEW YORK

Sealed bids for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables for Clay Refuse District No. 5, within the Town of Clay, will be received by the Town Board, Town of Clay, Onondaga County, New York at the Clay Town Hall, 4401 Route 31, Clay, New York 13041, until **11:00 A.M.,** Local Time, **October 1, 2025,** and there at said Town Hall, at said time, publicly opened and read aloud.

This Contract includes all the labor, equipment and materials necessary for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables in the Clay Refuse District No. 5, beginning January 1, 2026. A reduced copy of the district map is included with the Contract Documents and shows the locations of the approximately **2,026** homes to be served.

Any Contractor bidding to perform services under this proposal shall be solely responsible for determination of the volumes and tonnages involved.

Electronic PDF copies of the Contract Documents may be obtained at no expense from C&S Engineers, on behalf of the Town of Clay, starting on **September 15, 2025 at 12:00pm**. To initiate the process, please contact Rita Fendick at rfendick@cscos.com , 315-703-4127 where your organizations name, contacts name, address, telephone number, and email address will be recorded on the plan holders list. Once the required information is recorded, the contact will receive an email with the attached documents or a download link dependent upon file size. The Bidder will be responsible for any and all printing and shipping costs of plans and specifications, and selection of a printing company, as deemed necessary in order to prepare their Bid. If your bid documents request is not fulfilled within 24 hours, alternatively contact Ron DeTota (rdetota@cscos.com), Phone: (315)-455-2000.

Each bid submitted shall be accompanied by a CERTIFIED CHECK, payable to the Town of Clay, in the amount of $1,000 subject to the conditions provided in the Contract Documents.

The Town Board of the Town of Clay reserves the right to waive any informalities in the Bid and to reject any or all bids and re-advertise for new bids. Each bidder is responsible for familiarizing themselves with all the terms and conditions of the Contract and the provisions contained therein.

Dated: September 3, 2025

BY ORDER OF THE TOWN BOARD, TOWN OF CLAY, ONONDAGA COUNTY, NEW YORK

By:_____
Damian M. Ulatowski, Supervisor

ADVERTISEMENT
NOTICE TO BIDDERS
FOR
COLLECTION & DISPOSAL OF ALL
REFUSE, RUBBISH, GARBAGE AND RECYCLABLES FOR
CLAY REFUSE DISTRICT NO. 6
TOWN OF CLAY
ONONDAGA COUNTY, NEW YORK

Sealed bids for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables for Clay Refuse District No. 6, within the Town of Clay, will be received by the Town Board, Town of Clay, Onondaga County, New York at the Clay Town Hall, 4401 Route 31, Clay, New York 13041, until **11:00 A.M.,** Local Time, **October 1, 2025,** and there at said Town Hall, at said time, publicly opened and read aloud.

This Contract includes all the labor, equipment and materials necessary for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables in the Clay Refuse District No. 6, beginning January 1, 2026. A reduced copy of the district map is included with the Contract Documents and shows the locations of the approximately **632** homes to be served.

Any Contractor bidding to perform services under this proposal shall be solely responsible for determination of the volumes and tonnages involved.

Electronic PDF copies of the Contract Documents may be obtained at no expense from C&S Engineers, on behalf of the Town of Clay, starting on **September 15, 2025 at 12:00pm**. To initiate the process, please contact Rita Fendick at rfendick@cscos.com , 315-703-4127 where your organizations name, contacts name, address, telephone number, and email address will be recorded on the plan holders list. Once the required information is recorded, the contact will receive an email with the attached documents or a download link dependent upon file size. The Bidder will be responsible for any and all printing and shipping costs of plans and specifications, and selection of a printing company, as deemed necessary in order to prepare their Bid. If your bid documents request is not fulfilled within 24 hours, alternatively contact Ron DeTota (rdetota@cscos.com), Phone: (315)-455-2000.

Each bid submitted shall be accompanied by a CERTIFIED CHECK, payable to the Town of Clay, in the amount of $1,000 subject to the conditions provided in the Contract Documents.

The Town Board of the Town of Clay reserves the right to waive any informalities in the Bid and to reject any or all bids and re-advertise for new bids. Each bidder is responsible for familiarizing themselves with all the terms and conditions of the Contract and the provisions contained therein.

Dated: September 3, 2025

BY ORDER OF THE TOWN BOARD, TOWN OF CLAY, ONONDAGA COUNTY, NEW YORK

By:_____
Damian M. Ulatowski, Supervisor

ADVERTISEMENT
NOTICE TO BIDDERS
FOR
COLLECTION & DISPOSAL OF ALL
REFUSE, RUBBISH, GARBAGE AND RECYCLABLES FOR
CLAY REFUSE DISTRICT NO. 7
TOWN OF CLAY
ONONDAGA COUNTY, NEW YORK

Sealed bids for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables for Clay Refuse District No. 7, within the Town of Clay, will be received by the Town Board, Town of Clay, Onondaga County, New York at the Clay Town Hall, 4401 Route 31, Clay, New York 13041, until **11:00 A.M.,** Local Time, **October 1, 2025,** and there at said Town Hall, at said time, publicly opened and read aloud.

This Contract includes all the labor, equipment and materials necessary for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables in the Clay Refuse District No. 7, beginning January 1, 2026. A reduced copy of the district map is included with the Contract Documents and shows the locations of the approximately **3,369** homes to be served.

Any Contractor bidding to perform services under this proposal shall be solely responsible for determination of the volumes and tonnages involved.

Electronic PDF copies of the Contract Documents may be obtained at no expense from C&S Engineers, on behalf of the Town of Clay, starting on **September 15, 2025 at 12:00pm**. To initiate the process, please contact Rita Fendick at rfendick@cscos.com , 315-703-4127 where your organizations name, contacts name, address, telephone number, and email address will be recorded on the plan holders list. Once the required information is recorded, the contact will receive an email with the attached documents or a download link dependent upon file size. The Bidder will be responsible for any and all printing and shipping costs of plans and specifications, and selection of a printing company, as deemed necessary in order to prepare their Bid. If your bid documents request is not fulfilled within 24 hours, alternatively contact Ron DeTota (rdetota@cscos.com), Phone: (315)-455-2000.

Each bid submitted shall be accompanied by a CERTIFIED CHECK, payable to the Town of Clay, in the amount of $1,000 subject to the conditions provided in the Contract Documents.

The Town Board of the Town of Clay reserves the right to waive any informalities in the Bid and to reject any or all bids and re-advertise for new bids. Each bidder is responsible for familiarizing themselves with all the terms and conditions of the Contract and the provisions contained therein.

Dated: September 3, 2025

BY ORDER OF THE TOWN BOARD, TOWN OF CLAY, ONONDAGA COUNTY, NEW YORK

By:_____
Damian M. Ulatowski, Supervisor

ADVERTISEMENT
NOTICE TO BIDDERS
FOR
COLLECTION & DISPOSAL OF ALL
REFUSE, RUBBISH, GARBAGE AND RECYCLABLES FOR
CLAY REFUSE DISTRICT NO. 8 (INCLUDING POMPTON KNOLLS)
TOWN OF CLAY
ONONDAGA COUNTY, NEW YORK

Sealed bids for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables for Clay Refuse District No. 8, within the Town of Clay, will be received by the Town Board, Town of Clay, Onondaga County, New York at the Clay Town Hall, 4401 Route 31, Clay, New York 13041, until **11:00 A.M.,** Local Time, **October 1, 2025,** and there at said Town Hall, at said time, publicly opened and read aloud.

This Contract includes all the labor, equipment and materials necessary for the Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables in the Clay Refuse District No. 8, beginning January 1, 2026. A reduced copy of the district map is included with the Contract Documents and shows the locations of the approximately **3,003** homes to be served.

Any Contractor bidding to perform services under this proposal shall be solely responsible for determination of the volumes and tonnages involved.

Electronic PDF copies of the Contract Documents may be obtained at no expense from C&S Engineers, on behalf of the Town of Clay, starting on **September 15, 2025 at 12:00pm**. To initiate the process, please contact Rita Fendick at rfendick@cscos.com , 315-703-4127 where your organizations name, contacts name, address, telephone number, and email address will be recorded on the plan holders list. Once the required information is recorded, the contact will receive an email with the attached documents or a download link dependent upon file size. The Bidder will be responsible for any and all printing and shipping costs of plans and specifications, and selection of a printing company, as deemed necessary in order to prepare their Bid. If your bid documents request is not fulfilled within 24 hours, alternatively contact Ron DeTota (rdetota@cscos.com), Phone: (315)-455-2000.

Each bid submitted shall be accompanied by a CERTIFIED CHECK, payable to the Town of Clay, in the amount of $1,000 subject to the conditions provided in the Contract Documents.

The Town Board of the Town of Clay reserves the right to waive any informalities in the Bid and to reject any or all bids and re-advertise for new bids. Each bidder is responsible for familiarizing themselves with all the terms and conditions of the Contract and the provisions contained therein.

Dated: September 3, 2025

BY ORDER OF THE TOWN BOARD, TOWN OF CLAY, ONONDAGA COUNTY, NEW YORK

By:_____
Damian M. Ulatowski, Supervisor

Instructions to Bidders

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 Edition), have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents stated in the Advertisement or Invitation to Bid may be obtained as stated therein.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within ten days after Bid opening upon Owner's request written evidence, such as financial data, previous experience; present commitments and other such data as may be called for in the Bid Proposal. Each Bid must contain evidence of Bidder's qualification to do business in the jurisdiction where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 It is the responsibility of each Bidder before submitting a Bid:

4.1.1 To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);

4.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;

4.1.3 To consider federal, state and local laws, regulations and fees that may affect cost, progress, performance or furnishing of the Work;

4.1.4 To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and

4.1.5 To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2 Before submitting a Bid, each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.3 On request in advance, and after indemnifying Owner from any and all claims of any kind whatsoever arising directly, indirectly, or consequently as a result of Bidder or its representative having access to the site, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid.

4.4 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by the Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

5. AVAILABILITY OF LANDS FOR WORK, ETC.

5.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work is as described in these Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

6. INTERPRETATION AND ADDENDA

6.1 All questions about the meaning or intent of the Bidding Documents are to be directed to the Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed, sent by facsimile, or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6.3 Failure of a Bidder to receive any Addendum, or to acknowledge receipt thereof, will not relieve such Bidder from conforming with the requirements which such Addendum imposes on his/her Bid or the Contract Documents, and may subject his/her Bid to disqualification by Owner.

7. BID SECURITY

7.1 Each district bid shall be accompanied by a certified check of the Bidder, payable to the Owner in an amount of $1,000.

Such bid security shall become the property of the Owner, if, in case this bid shall be accepted by the Owner, the Bidder shall fail to execute a Contract with and give the required bonds and insurance to the Owner within ten days after the date of said mailing or delivering of said notice of acceptance.

7.2 Such bid security will be returned to all except the three lowest formal Bidders within ten (10) days after the formal opening of bids, and the remaining bid securities will be returned to the three lowest Bidders within the forty-eight (48) hours after approval by the Owner's attorney of the executed Contract and the insurance furnished, or if no Contract has been so executed within forty-five (45) days after the date of the opening of bids, upon demand of the Bidder at any time thereafter so long as he has not been notified of the acceptance of bid.

8. CONTRACT TIMES

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Times) are set forth in the Agreement. The term of this Agreement shall be for a three-year period, extending from January 1, 2026, through December 31, 2028, with option to renew under the same terms and conditions for two (2) additional one (1) year periods upon written consent of both parties. The Owner reserves the right to extend the period of the Contract sixty (60) days beyond the specified expiration date of the Contract.

9. LIQUIDATED DAMAGES

The successful Bidder, upon his/her failure or refusal to execute and deliver the Contract together with all policies and certificates of insurance within ten (10) days after he/she has received notice of acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with Bid.

10. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions, Supplementary Conditions, and in the General Requirements. Disapproval or rejection of an "or-equal" or substitute by Engineer shall not result in any modification to the Contract amount as originally bid.

11. BID FORMS AND CERTIFICATION

11.1 The Bid forms, certificates, etc., required for preparing a Bid appear in the Bidding Documents. All bidders shall utilize such pages in preparing and submitting their Bid. Forms must be completed by printing neatly in black or blue ink.

11.2 Fill in blanks on Page BP-1, including identification of Contract for which a Bid is being submitted, Bidder's Name, and listing of Addenda received by Bidders.

11.3 Fill out the appropriate blanks in the Bid (xx) documents by inserting amounts, both in words and in figures, consistent with the Contract for which a Bid is being submitted. Compute and enter Total Bid Price or Prices, as set forth in the Bid (xx) documents.

11.4 Bids by corporations must be executed in the corporate name by the President or Vice-President (or other authorized corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant

secretary. The corporate address and state of incorporation must be shown below the signature.

11.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear above the signature and the official address of the partnership must be shown below the signature.

11.6 All names must be typed or printed above or below the signature.

11.7 The address and telephone number for communications regarding the Bid must be shown in the space provided.

11.8 Attach Bid security.

11.9 Execute the certifications, assurances or affidavits which are attached to the Bid Form and which are identified therein.

12. SUBMISSION OF BIDS

12.1 Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), and the name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

12.2 The Bid constitutes all elements of the Bid Form and its attachments, as furnished to prospective Bidders, and as amended by applicable Addenda, if any, during the bidding period.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 A Bidder may withdraw his/her bid where a unilateral error or mistake is discovered in the bid, after a showing of the following:

13.1.1 The mistake is known or made known to the OWNER prior to the awarding of the Contract or within three days after the opening of the bid, whichever period is shorter; and

13.1.2 The price bid was based on an error of such magnitude that enforcement would be unconscionable; and

13.1.3 The bid was submitted in good faith and the bidder submits credible evidence that the mistake was a clerical error as opposed to a judgement error; and

13.1.4 The error in the bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, or

services made directly in the compilation of the bid, which can be shown by objective inspection of the original work paper, documents, or materials used in the preparation of the bid sought to be withdrawn; and

13.1.5 It is possible to place the OWNER in status quo ante; the same position he/she enjoyed prior to bid.

13.2 The sole remedy for a bid mistake shall be withdrawal of the bid and the return of the bid bond or other security, if any, to the Bidder. Thereafter, the OWNER may, in its discretion award the Contract to the next lowest responsible qualified bidder or rebid the Contract.

14. OPENING OF BIDS

14.1 Bids will be opened as indicated in the Advertisement or Invitation to Bid. Only the total bid prices and major alternate prices (if any), will be read aloud. A Tabulation of Bids will be mailed to each Bidder within ten days of the Bid Opening.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

15.1 All Bids will remain subject to acceptance for forty-five days after the day of Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

16. AWARD OF CONTRACT

16.1 Owner reserves the right to reject any and all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bid and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and Award a Contract to the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words. Bids containing incomplete or no price information for any Bid item which thus prevents evaluation of the extended total for that Bid item will be rejected.

16.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

16.3 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

16.4 Bids will be compared on the basis of the total bids for the three-year and optional two additional one-year contract periods. The lowest Bidder will be that Bidder whose bid totals the lowest number of dollars as determined above. The Town reserves the right to award the contract to the lowest qualified responsible bidder for the three-year and optional two additional one-year contract periods for each district.

16.5 Award of Contract. The award of the Contract will be made to the lowest qualified responsible bidder for the three-year and optional two additional one-year contract periods for each district that, in the opinion of the Owner, is qualified to perform the work required and is responsible and reliable.

16.6 If the Contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within forty-five (45) days after the day of the bid opening.

17. CONTRACT SECURITY

17.1 When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Performance Security equaling 10% (ten percent) of the initial _____ annual Contract Price as set forth in Exhibit "A" within the Agreement between Owner and Contractor.

17.2 Article 5 of the Supplementary Conditions set forth the Owner's requirements as to the types and extent of insurance coverages which are to be furnished and maintained by the Contractor. When the Successful Bidder delivers the executed Agreement to Owner, the required Certificate of Insurance shall be submitted at that time.

18. SIGNING OF AGREEMENT

18.1 The required number of the unsigned counterparts of the Agreement, together with attached Contract Documents, will be forwarded to the Successful Bidder following issuance of the Notice of Award. Within fifteen days thereafter, the Contractor shall sign and deliver to the Owner all counterparts of the Agreement, together with attached Contract Documents, the required Contract Security, and duly executed acknowledgement of signatures. Within ten days thereafter, provided that signatures are in order and Contract Security is acceptable, Owner will sign all counterparts of the Agreement, including duly executed acknowledgment of signature, and return one executed copy thereof to Contractor with attached Contract Documents. Each counterpart is to be accompanied by a complete set of Drawings with appropriate identification.

19. COPIES OF DOCUMENTS

OWNER will furnish copies of Contract Documents to CONTRACTOR as follows:

One set of conformed Contract Documents.

20. SPECIAL CONDITIONS

a. The Contract(s) for the proposed services will be awarded by the Town Board to the lowest responsible qualified bidder(s) subject to such bidder(s) applying for, qualifying for, and obtaining a license to collect such refuse, garbage and recyclables pursuant to the provisions of Town of Clay Local Law No. 1 of the year 2000 and the hauler permit issued by the Onondaga County Resource Recovery Agency, seven (7) days after notification of award of the Contract. The Town Board in determining each lowest responsible qualified bidder shall consider the past performance in supplying such services by such bidder in other areas or municipalities where such bidder has rendered such service. Past failure to collect refuse, garbage and recyclables in accordance with established schedules of collection or unsatisfactory performance or any other failure to render such service without just cause in the opinion of the Town Board shall be full and sufficient reason for the Town Board of the Town of Clay to reject such bid on the basis that the bidder is not a qualified responsible bidder.

b. Each successful Contractor shall establish, for the duration of the awarded contract, a single specified day of the week, excluding Saturday and Sunday, for collections from each home within the District. All collections in the district need not be completed in a single day. Deviation from the scheduled collection day will be allowed during the weeks in which legal holidays may fall. Each Contractor shall provide to each homeowner, via the United States Postal Service, written notice of the scheduled collection days, the Town regulations regarding the collection and disposal of refuse, garbage and recyclables and any other information required by the Town of Clay. Each Contractor will be provided with a letter outlining the Town regulations and other information the Town may need to provide to the homeowner. A draft of this letter is included at the end of this section. Each Contractor shall mail said schedule by November 15th prior to the start of each year for the duration of this contract. A copy of each collection schedule shall be filed with the Town Clerk, Town of Clay, prior to commencement of all contracts. No deviation shall be made from said established collection days without the prior written approval of the Supervisor of the Town of Clay. Each Contractor shall also make every attempt to notify, in writing, each homeowner of any approved deviation. The Town will provide a list of the residents/addresses in each district for use to the Contractor.

c. All Contractors are responsible for collections on private roads within each District. Maintenance of these private roads and snow removal from these private roads are the responsibilities of the road owner(s). The Contractors shall not be held liable for damages to these roads. The Town shall provide each private road homeowner with an outline of this policy. A copy of an example letter is included at the end of this section.

d. All collections shall be made from just outside of the pavement and any concrete valley gutters and emptied containers and receptacles shall be returned to just outside

of the pavement and any concrete valley gutters in such a manner that they shall not constitute an obstruction to traffic lawfully using the streets. The containers used shall be covered rigid plastic or metal and including contents, shall not weigh more than 75 lbs. each. If plastic bags are to be used, they must be placed inside rigid containers.

e. Each Contractor shall use proper care in the handling and emptying of such containers and receptacles so that the same are not unnecessarily damaged or destroyed, or in the event that he/she shall fail to comply with this provision, each Contractor shall replace such receptacle at his/her own cost and expense, or make financial restitution therefor, and deliver same to the owner of the damaged receptacle within seven (7) days after notification by the Town Supervisor of a valid claim.

f. The disposal of all rubbish, garbage, refuse and recyclables collected shall be the responsibility of all Contractors.

g. All garbage collected under each Contract shall be collected, hauled and transported in fully enclosed, leak-proof garbage trucks, and these vehicles shall comply with Part 301 of the NYS Vehicle Traffic Law and Part 79 of the Commissioners Regulations (NYS Inspection Program). Any mess and/or leachate deposited on roadways caused by the operation of the garbage truck which takes place during the collection process shall immediately be cleaned up by the Contractor. The Contractor will be responsible for making maintenance records of all vehicles utilized to serve the Contract available to the Owner upon the Owner's request.

h. All work performed by the Contractors under each Contract shall be performed in a good and workmanlike manner approved by the Town of Clay.

i. Each Contractor shall faithfully perform and fulfill the agreement and each Contractor will not sublet or assign one of these Contracts without the written consent of the Town of Clay.

j. If, in the opinion of the Town Supervisor, any Contractor shall fail in any manner to properly perform any part of one of these Contracts, the Town may withhold any monies then due to the Contractor until the Contractor shall properly perform same and the Contractor shall compensate the Town for any damages and expenses incurred by the Town as a result of such failure or the Town may deduct such expenses from the amounts otherwise payable to the Contractor. The rate to be used to compensate the Town for disposing of garbage shall be $250 per hour for collection and handling plus tipping fees.

k. The Town of Clay may terminate any Contract upon ten (10) days written notice. Such termination shall only be for just cause, or in the case a legal petition to dissolve this trash district is received by the Town of Clay.

l. COLLECTION OF REFUSE, RUBBISH, GARBAGE OR RECYCLABLES SHALL NOT BE MADE BEFORE 6:00 A.M. OR AFTER 6:00 P.M.

m. Refuse, Rubbish, Garbage and Recyclable Items.

The successful Contractors shall be responsible for the pickup and disposal of:

- Refuse, which includes ashes, cardboard, and scraps of wood. Scraps of wood shall be separately and securely bound and placed outside the container(s). Only one bundle shall be permitted each week at each unit, and the bundle shall be less than three feet long and weigh less than 25 pounds.

- Rubbish which includes paper, rags, bottles, cans and similar waste.

- Recyclables shall include those recyclable items as defined by the Onondaga County Resource Recovery Agency in the hauler permit.

- Garbage, which includes every accumulation of both animal and vegetable matter, both liquid or otherwise, which accumulation and preparation of food and all sorts of meat, fish, fowl or vegetables are stored or dealt in are subject to decay and include in general all items of a similar nature which are subject to decal.

n. Excluded Items.

Items which are not to be picked up as part of these contracts are brush, leaves, grass clippings, cuttings, construction materials, furniture, tubs, sinks, white goods and other appliances, tires, batteries, automobile parts, carpet, etc.

o. Contract Adjustments.

The Contractor shall provide the Owner copies of all garbage (MSW) and recyclable tonnage vouchers, and amounts of fuel consumed (in gallons) by operations associated with administrating this contract on a monthly basis. A tabulated summary of said vouchers and amounts shall also be provided by the Contractor to the Owner. These items shall be submitted to the Owner along with the monthly bills which shall also include copies of the certified payrolls of all employees utilized under this contract.

Fuel

Should the price of fuel increase or decrease by more than fifteen (15) percent during the term of this Contract (as determined by the US Energy Information Administration Central Atlantic (PADD 1B) No. 2 Diesel Ultra Low Sulphur (15 PPM and under)) and calculated as of each anniversary date of the bid for this Contract), the monthly payment owed the Contractor shall be adjusted upwards or

downwards as the case may be, by an amount equal to the product obtained by multiplying the actual number of gallons consumed in executing this contract times the fuel cost differential in dollars per gallon. For this contract the starting price for year 2026 to be utilized is $4.25 per gallon.

This adjustment, if appropriate, will go into effect for the next month's service. The Contractor shall furnish the Owner with an accurate record of fuel consumption. If such a record is not furnished or cannot be corroborated by the Engineer, the Engineer may estimate fuel consumption for the purpose of calculating the appropriate adjustment to the monthly payment.

Unit Values

In the case of a multiple-year contract, the contract may be subject to an adjustment due to the number of units or customers included in the district. No later than September 1st of the current year, the Contractor shall advise the Town of Clay of any changes in the number of units or customers in the district and upon verification by the Town of Clay, the contract amount may be adjusted accordingly. Such adjustment, if any, shall take effect on January 1st of the succeeding year.

Tipping Fees

For year 2025 the tipping fee for MSW is $101 per ton and the tipping fee for roadside collectable recyclables is $40 per ton. These values serve as a price benchmark for the tipping fees to be considered for this Contract.

If the tipping fee at the OCRRA facility is increased or decreased more than the amount specified during the term of this Contract, the monthly payment owed to the Contractor hereunder shall thereafter be adjusted upwards or downwards, as the case may be, by an amount equal to the product obtained by multiplying (a) the actual tonnage of solid waste and/or recyclables collected hereunder and brought by the Contractor to the OCRRA facility following the effective date of any such adjustments by (b) the dollar amount of the adjustment to the tipping fee.

In the event of any such adjustment, the Contractor shall furnish the Owner with an accurate record of such actual monthly tonnage of solid waste. If such record is not furnished or cannot be corroborated by the Owner, the Owner and/or their representative may estimate such tonnage for the purpose of calculating the appropriate adjustment to the monthly payment.

If, during the term of this Contract, OCRRA, through a rebate or otherwise, reduces the Contractor's cost of disposing of solid waste and/or recyclables at the OCRRA facility which is not fully reflected in a corresponding reduction in tipping fee, the monthly payment owing to the Contractor shall thereafter be adjusted equitably by the Owner to reflect such reduction, after consultation with the Contractor.

If, during the term of this Contract, the County of Onondaga and/or OCRRA imposes a new or additional per household tax, user fee, "green fee" or other similar charge

upon the Town and/or Town Customers, which is not reflected in a corresponding reduction to tipping fees, or a rebate to the Contractor, or similar reduction in the Contractor's cost of disposing of solid waste and/or recyclables at the OCRRA facility, the Contractor and Owner shall negotiate an agreement so as to reasonably offset any increase in cost to Town Customers.

p. Environmental

Any contractor who is awarded a contract for the collection and disposal of all refuse, rubbish, garbage and recyclables in the Town of Clay shall be responsible for the protection of the environment during the performance of the Contract.

Any action taken and/or funds expended by the Owner to address or correct environmental violations, caused by the operations of a contractor, shall be recovered from the respective contractor.

q. Pickup

As a requirement of this contract, the pickup of recyclables shall be once a week and on the same day as the scheduled pickup of refuse, rubbish and garbage.

r. Estimated Units

For the purpose of preparing bids for each specified District, each bidder shall use the following number of units as a basis:

District	Number of Estimated Units
District No. 1	587
District No. 2	3,625
District No. 3	2,252
District No. 4	2,330
District No. 5 (including Clairmont-Four Seasons)	2,026
District No. 6	632
District No. 7	3,369
District No. 8 (including Pompton Knolls)	3,003
Districts No. 1 through No. 8	17,824

s. Additional Services

Each hauler will be required to pick-up the excluded items (listed in Instructions to Bidders Section 20. Special Conditions); on a case by case basis, at an additional cost to the resident if an agreed upon price can be arranged. Each hauler will also be required to provide roll-out carts, at an additional cost to the resident(s) requesting

them if an agreed upon price can be arranged. The capacity of these carts would be between 90 and 100 gallons.

Finally, Each hauler will be required to pick-up all refuse, rubbish, garbage, and recyclables at a designated location within the property (typically at the garage door) of any resident that requests such service at an additional cost to the resident if an agreed upon price can be arranged.

t. Receiving Refuse

Should the Refuse Receiving Agency (OCRRA), during the Term of this Contract, refuse to accept any refuse, rubbish, garbage or recyclable items being collected under each contract, the Owner and Contractor shall negotiate an adjustment to each contract amount, and if such negotiations are unsuccessful after reasonable attempts by both parties, the Town may at its option terminate the contract(s) upon ninety (90) days written notice thereof to Contractor/Hauler.

u. Payment

Payment to the haulers will be made monthly, in equal amounts, at the end of each month as prescribed by the Town of Clay Commissioner of Finance. Copies of all garbage and recyclable tonnage vouchers from the respective disposal facility are to be submitted with monthly bills along with certified payrolls of employees involved with this contract. These items shall be submitted to the Town prior to receiving payment for that month.

v. Resolution of Homeowner/Customer Complaints

1. The Contractor shall identify and designate one employee of the Contractor to be the Contractor's representative. This person shall be the principal contact with the Owner and customer/homeowner and be readily available during normal business hours to receive and respond to calls and/or emails from Owner and/or customers/homeowners. This employee shall have the authority to make decisions regarding the execution of the work and be able to resolve problems arising from the Contractor's performance. The Contractor shall be responsible for maintaining a written log of customer/homeowner generated complaints. Included in this log will be: the name and address of the customer/homeowner, the date of the complaint, the alleged problem, and a description of the resolution including the date and time resolved. A written copy of this log shall be provided to the Owner on a monthly basis.

2. The customer and the Contractor should first attempt to resolve the problem by contacting one another directly. If agreement is not reached;

2. The complaint is then presented to the Town Supervisor. In the case the customer has a complaint about the Contractor, the Town Supervisor has the authority to back charge the Contractor for the services used to resolve the

complaint. In addition, the Town has the option of utilizing Town Personnel in charging the services back to the contractor. In the case the contractor has a complaint about the customer, the Town Supervisor is authorized to intervene and establish an equitable resolution. If the complaint involves refuse, garbage and recyclables that are being brought into the district for disposal, the Town Supervisor is authorized to resolve the complaint using all available means of remedy. In each case the Town Supervisor has the authority to deal with complaints without the approval of the Town Board.

t. Contractors Representative:

The Contractor shall identify and designate one employee of the Contractor to be the Contractor's representative. This person shall be the principal contact with the Owner and customer/homeowner and be readily available during normal business hours to receive and respond to calls and/or emails from Owner and/or customers/homeowners. This employee shall have the authority to make decisions regarding the execution of the work and be able to resolve problems arising from the Contractor's performance. The designated representative and phone contact information must be included with this bid. Failure of the Contractor to designate a Contractor's Representative with the above referenced abilities or a suitable replacement, if necessary, shall subject the Contractor to a $250 per day penalty which will be withheld from any monies due the Contractor.

u. Emergency Calls:

The Contractor shall provide the Town with the phone numbers of at least three (3) responsible persons, to be used during non-working hours and weekends, who shall be in a position to dispatch personnel and equipment to rectify problems created by the Contractor.

v. Contractor Requirements:

Any Contractor submitting a bid for this project must be in good standing with the Town of Clay.

1. The Contractor shall verify that all drivers utilized to service this Contract have clean drivers licenses, defined as no more than 2 points on their respective license.
2. No driver who has had a DWI and/or DWAI in the last five years shall be permitted to operate a trash removal vehicle within the Town of Clay under this Contract.
3. The Contractor shall certify that no employee has been convicted of a felony.
4. The Contractor shall be responsible for background checks and fingerprints on all employees through insurance carrier and driving records; background checks shall be made available for audit by the Owner at his/her request.
5. Contractor shall comply with the terms and conditions of the NYDOT LENS program.

6. No driver shall exceed a rating of 70% on the Federal motor carrier Safety Administration – Safety Measurement System.
7. Contractor must submit their worker's compensation rate from their insurance company and shall provide any and all safety programs and compliance with the same.
8. Contractor shall comply with all required OSHA safety practices.

21. SALES AND USE TAXES

21.1 Owner is exempt from State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. Refer to Supplementary Conditions; paragraph SC-6.15 for additional information.

****IMPORTANT TRASH COLLECTION INFORMATION****
****PLEASE RETAIN****

Dear Town of Clay Resident:

Beginning, January 1, 2026 trash and recyclables will be picked up by **(Hauler)** under contract with the Town of Clay. As was the case last year, the fee for these services will be part of your taxes. For your information, you are located in Clay Refuse District No. **(Add No.)**; the cost of collection is (Add Costs) per year.

The following is a list of guidelines and requirements for trash collection:

- Trash and recyclables will be collected on **(Add Weekday)** between 6:00 a.m. and 6:00 p.m.
- This collection may be changed during holiday weeks. A schedule of these changes will be sent to you.
- Please place containers outside of road pavement and any gutters so as not to obstruct traffic or block drainage.
- Recyclable materials should be placed in the blue bins you have used in the past. If you need a Blue Bin, they can be picked up free of charge at the Town of Clay, 4401 State Route 31. Limit 2 per household.
- Trash and refuse must be placed in **covered rigid plastic or metal containers**.
- If plastic bags are used, they must be placed in rigid plastic or metal containers. Full containers must not weigh more than 75 pounds. Plastic bags not in covered containers or containers weighing more than 75 pounds will not be picked up.
- Scraps of wood will be collected, provided they are bundled together, less than three feet long, and less than 25 pounds in weight. One bundle of wood will be collected per household per week.
- Paint cans will be collected if the tops are off, paint is completely dried (sand or cat litter) and the paint can is placed next to the trash.
- Items that will **not** be collected include: brush, leaves, grass clippings, cuttings, construction materials, furniture, sinks, tubs, white goods, carpet, and other appliances, tire, batteries, automobile parts, etc. Any of these items mistakenly left at the curb will not be picked up, and according to Town regulations, must be removed from the street side before 6:00 p.m. on collection day.

If you need materials picked up, **not covered** under regular collection rules, call **(Hauler)** directly for a competitive price; however, you may contact any hauler for additional pick-ups. If you would like the hauler to pick up your trash and recyclables at some other designated location, such as your garage door, please call **(Hauler)** for this additional cost. Haulers will also rent carts for your use at an additional cost.

Most questions or complaints can be handled directly with **(Hauler)** at **(Add Phone)** between 8:00 a.m. and 5:00 p.m. If they are not able to assist or resolve the issue, contact the Town of Clay Supervisor's Office at **(315) 652-3800 ext. 162** or email at supervisor@townofclay.org.

Very truly yours,

Damian M. Ulatowski
Supervisor, Town of Clay

Re: Private Road Residential Trash Pick-Up

Dear Private Road Resident:

I am writing to you regarding the status of your residential trash service within your trash district. The Town of Clay has solicited and received many excellent bids for service from haulers.

Your private road was included in Trash Removal District No. _____. (Add Hauler) was awarded your district service, and has a great deal of experience in the field. The Town has held several meetings with (Add Hauler) in order to insure quality and timely service. However, because your road is private, two issues regarding your service must be immediately addressed. These issues involve the maintenance of your road and damage liability.

The Town of Clay does not maintain your road; therefore, it is your obligation to maintain your road in such a manner as to allow for safe and efficient access for service. Your roadway must be kept clear from snow and ice. Any potholes and protrusions must be repaired immediately. If your road is not properly maintained, an interruption in service may occur. Please keep in mind haulers use large trucks that must be able to turn around, and pass under low hanging wires or tree branches. (Add Hauler) has pledged to make an effort to service your road, but will not pick up if your road is impassable or dangerous.

The second issue is hauler liability for damage to your roadway. The hauler has requested you execute and immediately return the enclosed liability release that would hold the hauler harmless against any claim of damage to your roadway. This is a reasonable request in light of the fact your road may not be constructed and maintained to Town specifications. Please sign and return this document directly to (Add Hauler) at (Haulers Address).

If you have any questions regarding this letter or issues, please feel free to contact (Add Hauler) at (Hauler's Phone No.) or the Town of Clay at (315) 652-3800. Both the Town of Clay and your hauler are committed to bringing you the benefits of cost efficient quality trash removal service. We greatly appreciate your efforts in making this goal a reality.

Very truly yours,

Town Attorney

RESIDENTIAL TRASH PICK-UP RELEASE

The undersigned owner of real property without direct access to a Town, County or State roadway located within the Town of Clay, New York, in consideration of the Trash District Hauler's agreement to pick up trash and recyclable material in front of the undersigned's home, hereby releases the Trash District Hauler, their successors and/or assigns from any and all liability and damages to the undersigned driveways and/or private roads leading from a Town, County or State roadway to their home.

This release shall be binding upon the undersigned as well as their heirs and/or assigns.

Dated: _____, 20 _____

_____
Owner

_____
Owner

Property Address:

_____

_____

_____

_____

Tax Map Number

_____

CONTRACTOR'S BID PROPOSAL

CONTRACTOR'S BID

FOR

COLLECTION AND DISPOSAL OF ALL REFUSE, RUBBISH, GARBAGE, AND RECYCLABLES
FOR
CLAY REFUSE DISTRICTS

THIS BID IS SUBMITTED TO:

Town of Clay
4401 Route 31
Clay, NY 13041

By: _____
(Name of Bidder)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Times included in this Bid and the Agreement, respectively, and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged:

Date	Number
_____	_____
_____	_____

(b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

(c) BIDDER is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, performance and furnishing of the Work.

(d) BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(e) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which the Bid is submitted.

(f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. (a) BIDDER will complete the Work for the prices entered in the Schedule of Bid Items which follows. Individual Bid Items are more fully defined in the Bid Item Description pages Section 01026 of the Specifications.

(b) The BIDDER has included the cost of all Work described in the Contract Documents and if any Work is not listed in the Bid Item Descriptions, the BIDDER has included the cost in the Bid Item under which it most logically ought to have been included.

(c) Unit Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions. BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

5. BIDDER agrees that the Work will be completed within the time periods stipulated in the Agreement from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General and Supplementary Conditions.

6. BIDDER and his/her surety, where appropriate, have completed and executed the following documents which are attached to and made a condition of this Bid:

   (a) Required Bid Security in the form of Certified Check.

   (b) Required BIDDERS's Qualification Statement with supporting data.

   (c) Certification of Equipment

   (d) Non-Collusive Bidding Certification

7. Communications concerning this Bid shall be addressed to:

   The address of BIDDER indicated below.

   The following address: _____

   _____

   _____

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

   THIS BID SUBMITTED ON _____, 20____.

BID – 1
COLLECTION AND DISPOSAL OF ALL REFUSE, RUBBISH, GARBAGE & RECYCLABLES
CLAY REFUSE DISTRICT NO. 1

P.I. No.	Estimate Units	Contract Period	Price in Words for Collection from One Unit For One Year	Price in Figures			
				Unit Price (1 Yr.)		Total Amount (Unit – 1 Yr. x 587)	
				$	¢	$	¢
1	587	Jan. 1, 2026 – Dec. 31, 2026					
1	587	Jan. 1, 2027 – Dec. 31, 2027					
1	587	Jan. 1, 2028 – Dec. 31, 2028					
1	587	Jan. 1, 2029 – Dec. 31, 2029					
1	587	Jan. 1, 2030 – Dec. 31, 2030					
TOTAL CONTRACT AMOUNT (FIVE YEARS OF COLLECTIONS - IN FIGURES)							

Note: The price for collection from one unit cannot be reduced from one year to the next.

BID – 2
COLLECTION AND DISPOSAL OF ALL REFUSE, RUBBISH, GARBAGE & RECYCLABLES
CLAY REFUSE DISTRICT NO. 2

P.I. No.	Estimate Units	Contract Period	Price in Words for Collection from One Unit For One Year	Price in Figures			
				Unit Price (1 Yr.)		Total Amount (Unit – 1 Yr. x 3,625)	
				$	¢	$	¢
1	3,625	Jan. 1, 2026 – Dec. 31, 2026					
1	3,625	Jan. 1, 2027 – Dec. 31, 2027					
1	3,625	Jan. 1, 2028 – Dec. 31, 2028					
1	3,625	Jan. 1, 2029 – Dec. 31, 2029					
1	3,625	Jan. 1, 2030 – Dec. 31, 2030					
TOTAL CONTRACT AMOUNT (FIVE YEARS OF COLLECTIONS - IN FIGURES)							

Note: The price for collection from one unit cannot be reduced from one year to the next.

BID – 3
COLLECTION AND DISPOSAL OF ALL REFUSE, RUBBISH, GARBAGE & RECYCLABLES
CLAY REFUSE DISTRICT NO. 3

P.I. No.	Estimate Units	Contract Period	Price in Words for Collection from One Unit For One Year	Price in Figures			
				Unit Price (1 Yr.)		Total Amount (Unit – 1 Yr. x 2,252)	
				$	¢	$	¢
1	2,252	Jan. 1, 2026 – Dec. 31, 2026					
1	2,252	Jan. 1, 2027 – Dec. 31, 2027					
1	2,252	Jan. 1, 2028 – Dec. 31, 2028					
1	2,252	Jan. 1, 2029 – Dec. 31, 2029					
1	2,252	Jan. 1, 2030 – Dec. 31, 2030					
TOTAL CONTRACT AMOUNT (FIVE YEARS OF COLLECTIONS - IN FIGURES)							

Note: The price for collection from one unit cannot be reduced from one year to the next.

BID – 4
COLLECTION AND DISPOSAL OF ALL REFUSE, RUBBISH, GARBAGE & RECYCLABLES
CLAY REFUSE DISTRICT NO. 4

P.I. No.	Estimate Units	Contract Period	Price in Words for Collection from One Unit For One Year	Price in Figures			
				Unit Price (1 Yr.)		Total Amount (Unit – 1 Yr. x 2,330)	
				$	¢	$	¢
1	2,330	Jan. 1, 2026 – Dec. 31, 2026					
1	2,330	Jan. 1, 2027 – Dec. 31, 2027					
1	2,330	Jan. 1, 2028 – Dec. 31, 2028					
1	2,330	Jan. 1, 2029 – Dec. 31, 2029					
1	2,330	Jan. 1, 2030 – Dec. 31, 2030					
TOTAL CONTRACT AMOUNT (FIVE YEARS OF COLLECTIONS - IN FIGURES)							

Note: The price for collection from one unit cannot be reduced from one year to the next.

BID – 5
COLLECTION AND DISPOSAL OF ALL REFUSE, RUBBISH, GARBAGE & RECYCLABLES
CLAY REFUSE DISTRICT NO. 5 (INCLUDING CLAIRMONT-FOUR SEASONS)

P.I. No.	Estimate Units	Contract Period	Price in Words for Collection from One Unit For One Year	Price in Figures			
				Unit Price (1 Yr.)		Total Amount (Unit – 1 Yr. x 2,026)	
				$	¢	$	¢
1	2,026	Jan. 1, 2026 – Dec. 31, 2026					
1	2,026	Jan. 1, 2027 – Dec. 31, 2027					
1	2,026	Jan. 1, 2028 – Dec. 31, 2028					
1	2,026	Jan. 1, 2029 – Dec. 31, 2029					
1	2,026	Jan. 1, 2030 – Dec. 31, 2030					
TOTAL CONTRACT AMOUNT (FIVE YEARS OF COLLECTIONS - IN FIGURES)							

Note: The price for collection from one unit cannot be reduced from one year to the next.

BID – 6
COLLECTION AND DISPOSAL OF ALL REFUSE, RUBBISH, GARBAGE & RECYCLABLES
CLAY REFUSE DISTRICT NO. 6

P.I. No.	Estimate Units	Contract Period	Price in Words for Collection from One Unit For One Year	Price in Figures			
				Unit Price (1 Yr.)		Total Amount (Unit – 1 Yr. x 632)	
				$	¢	$	¢
1	632	Jan. 1, 2026 – Dec. 31, 2026					
1	632	Jan. 1, 2027 – Dec. 31, 2027					
1	632	Jan. 1, 2028 – Dec. 31, 2028					
1	632	Jan. 1, 2029 – Dec. 31, 2029					
1	632	Jan. 1, 2030 – Dec. 31, 2030					
TOTAL CONTRACT AMOUNT (FIVE YEARS OF COLLECTIONS - IN FIGURES)							

Note: The price for collection from one unit cannot be reduced from one year to the next.

BID – 7
COLLECTION AND DISPOSAL OF ALL REFUSE, RUBBISH, GARBAGE & RECYCLABLES
CLAY REFUSE DISTRICT NO. 7

P.I. No.	Estimate Units	Contract Period	Price in Words for Collection from One Unit For One Year	Price in Figures			
				Unit Price (1 Yr.)		Total Amount (Unit – 1 Yr. x 3,369)	
				$	¢	$	¢
1	3,369	Jan. 1, 2026 – Dec. 31, 2026					
1	3,369	Jan. 1, 2027 – Dec. 31, 2027					
1	3,369	Jan. 1, 2028 – Dec. 31, 2028					
1	3,369	Jan. 1, 2029 – Dec. 31, 2029					
1	3,369	Jan. 1, 2030 – Dec. 31, 2030					
TOTAL CONTRACT AMOUNT (FIVE YEARS OF COLLECTIONS - IN FIGURES)							

Note: The price for collection from one unit cannot be reduced from one year to the next.

BID – 8
COLLECTION AND DISPOSAL OF ALL REFUSE, RUBBISH, GARBAGE & RECYCLABLES
CLAY REFUSE DISTRICT NO. 8 (INCLUDING POMPTON KNOLLS)

	Estimate Units	Contract Period	Price in Words for Collection from One Unit For One Year	Price in Figures			
				Unit Price (1 Yr.)		Total Amount (Unit – 1 Yr. x 3,003)	
				$	¢	$	¢
1	3,003	Jan. 1, 2026 – Dec. 31, 2026					
1	3,003	Jan. 1, 2027 – Dec. 31, 2027					
1	3,003	Jan. 1, 2028 – Dec. 31, 2028					
1	3,003	Jan. 1, 2029 – Dec. 31, 2029					
1	3,003	Jan. 1, 2030 – Dec. 31, 2030					
TOTAL CONTRACT AMOUNT (FIVE YEARS OF COLLECTIONS - IN FIGURES)							

Note: The price for collection from one unit cannot be reduced from one year to the next.

BID – 9
COLLECTION AND DISPOSAL OF ALL REFUSE, RUBBISH, GARBAGE & RECYCLABLES
CLAY REFUSE DISTRICT NOS. 1 THROUGH 8 (INCLUDING CLAIRMONT – FOUR SEASONS & POMPTON KNOLLS)

	Estimate Units	Contract Period	Price in Words for Collection from One Unit For One Year	Price in Figures			
				Unit Price (1 Yr.)		Total Amount (Unit – 1 Yr. x 17,824)	
				$	¢	$	¢
1	17,824	Jan. 1, 2021 – Dec. 31, 2021					
1	17,824	Jan. 1, 2022 – Dec. 31, 2022					
1	17,824	Jan. 1, 2023 – Dec. 31, 2023					
1	17,824	Jan. 1, 2024 – Dec. 31, 2024					
1	17,824	Jan. 1, 2025 – Dec. 31, 2025					
TOTAL CONTRACT AMOUNT (FIVE YEARS OF COLLECTIONS - IN FIGURES)							

Note: The price for collection from one unit cannot be reduced from one year to the next.

9. Signature of BIDDER and other appropriate information, if BIDDER is:

AN INDIVIDUAL

By: _____ (SEAL)

(Individual's Typed or Printed Name)

_____

(Signature)

Doing business as _____

Business address: _____

Phone No.: _____

A PARTNERSHIP

By: _____ (SEAL)

(Firm Name)

_____

(Partner's Typed or Printed Name)

_____

(Signature)

Business address: _____

Phone No.: _____

A CORPORATION

By: _____
(Corporation Name)

_____
(State of Incorporation)

By: _____
(Typed or Printed Name & Title of Person Authorized to Sign)

_____
(Signature)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address: _____

Phone No.: _____

A JOINT VENTURE

By: _____
(Typed or Printed Name)

_____
(Signature)

_____
(Address)

By: _____
(Typed or Printed Name)

_____
(Signature)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

ATTACHMENTS

BIDDER and his surety, where appropriate, have completed and executed the attached documents which are identified below.

BID SECURITY (CERTIFIED CHECK)

BIDDER'S QUALIFICATION STATEMENT

CERTIFICATION OF EQUIPMENT

NON-COLLUSIVE BIDDING CERTIFICATION

ATTACH BID SECURITY
TO THIS PAGE

BIDDER'S QUALIFICATION STATEMENT

To induce the making of this Contract, the Bidder represents to the Owner the following, as evidence of Bidder's Qualifications to perform the work herein specified:

1. How many years has your organization been in business under the name in which you propose to execute this Contract?
   _____ Years

2. What projects of character similar to that proposed has your present organization completed? Give the information indicated by the following tabulations.

Name, Address, and Phone No. of Owner for whom work was done	Description of Work	Approximate Amount of Contract	Approximate Date Work was done

3. Has your present organization ever failed to complete any work awarded to it?

   If so, state when, where and why. _____
   _____

4. Do you have, or can you procure the necessary personnel, equipment, facilities and financial resources to immediately undertake and satisfactorily complete the work contemplated in this Contract? _____

CERTIFICATION OF EQUIPMENT
TO TOWN OF CLAY

STATE OF NEW YORK)
COUNTY OF ONONDAGA) ss.:
TOWN OF CLAY)

_____, being duly sworn, deposes and says:

1. That the bid as set forth in the attached proposal sheet has been submitted by deponent on behalf of_____.

2. That as an inducement to the Town of Clay and for the purposes of reliance thereon by the Town of Clay, deponent certifies that the following itemized equipment is owned by _____ and all of said equipment will be regularly used in performing the services bid for in the attached proposal sheet.

3. That the following is an itemized statement of the equipment to be used:

(Give make and model of truck and body, and year of manufacture.)

_____

_____

_____

_____

_____

_____ L.S.

Subscribed and sworn to before me

this _____ day of _____, 20 _____

_____
Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d of the General Municipal Law requires the following statement: subscribed by the bidder as true under the penalties of perjury: Non-Collusive Bidding Certification.

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in a case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Section 103-d of the General Municipal Law, as amended by Chapter 675 L 1966, in addition to requiring the above certification, provides as follows:

(b) A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) has sold the same items to other customers at the same price being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bids and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Dated: _____, 20 ___

Signed:_____

Name

_____

Title

_____

Company

_____

Address

Corporate Seal

AGREEMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the __ day of _____ in the year 20_____ by and between the Town of Clay hereinafter called (OWNER) and _____ _____ hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

ARTICLE 1 - WORK

CONTRACTOR shall perform and complete all Work as specified or indicated in the Contract Documents. The CONTRACTOR will have an exclusive contract to collect and dispose of all refuse, rubbish, garbage and recyclables from all houses and promises located within the boundaries of the Clay Refuse District Nos. _____Town of Clay, as described herein within the areas shown on the district map included in these Contract Documents.

ARTICLE 2 - ENGINEER

The Project has been designed by C&S Engineers, Inc., who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1 Upon execution and delivery of the Contract, and the delivery of the required insurance certificates and policies by the Contractor to the Owner and the approval thereof by the Owner's attorney, the Contractor will be notified to proceed with the work of the Contract commencing on January 1, 2026, and continuing through December 31, 2028. With option to renew under the same terms and conditions for two (2) additional one (1) year periods upon written consent of both parties. The Owner reserves the right to extend the period of the Contract sixty (60) days beyond the specified expiration date of the Contract.

ARTICLE 4 - CONTRACT PRICE

4.1 In accordance with General Conditions Section 2.6.2, the Contractor shall provide the ENGINEER a detailed Schedule of Values for all bid items.

4.2 The OWNER will pay CONTRACTOR monthly, in equal amounts, at the end of each month as prescribed by the Town of Clay Commissioner of Finance.

4.3 When unit bid price items are included in the Contract Price, the quantities of various units contained in the Bid Proposal are estimated and payment will be made only for the actual quantities of units that are incorporated in the Work, as determined by the ENGINEER in accordance with paragraph 9.10 of the General Conditions.

ARTICLE 5 - PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and Article 14 of the Supplementary Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions and Supplementary Conditions. The Contractor shall provide the Owner copies of all garbage (MSW) and recyclable tonnage vouchers, and amounts of fuel consumed (in gallons) by operations associated with administrating this contract with submitted Application for Payment. A tabulated summary of said vouchers and amounts shall also be provided by the Contractor to the Owner. These items shall be submitted to the Owner along with the Applications for Payment which shall also include copies of the certified payrolls of all employees utilized under this contract.

ARTICLE 6 - INTEREST

All moneys not paid when due as provided in Article 14 of the General and Supplementary Conditions shall bear interest at the legally allowable rate at the place of the Project.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In executing this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data".

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 Project Manual

8.1.1 This Agreement (pages AG-1 to AG-8, inclusive).

8.1.2 Exhibits to this Agreement as follows:

a. Exhibit "A"; Performance and Other Bonds.
b. Exhibit "B"; Certificates of Insurance.
c. Exhibit "C"; Notice of Award and Notice to Proceed.

8.1.3 Instructions to Bidders and CONTRACTOR's Bid Proposal together with attachments identified at end of Bid Form.

8.1.4 General Conditions as follows:

a. Standard General Conditions of the Construction Contract, pages 1 to 42, inclusive.

8.1.5 Supplementary Conditions, as follows:

a. Supplementary Conditions, pages SC-1 to SC-23, inclusive.

b. Exhibit B - "Prevailing Wage Rate Schedule and Labor Regulations"

8.1.6 Specifications consisting of separate Sections individually identified by number, title and numbered pages, as listed in the Table of Contents thereof.

8.1.7 Addenda numbers ___ to ___, inclusive.

8.2 Contract Drawings

8.2.1 Contract Drawings – see Appendix.

8.3 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER or CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SIGNATURES AND ACKNOWLEDGMENTS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed five copies of this agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed, or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20_____.

OWNER	CONTRACTOR
TOWN OF CLAY	_____
	_____
By: _____	By: _____
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
(If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)	License No. _____
	Agent for process:
	_____
	(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

SIGNATURES AND ACKNOWLEDGMENTS

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF)
)ss:
COUNTY OF)

On this _____ day of _____, 20___, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that he resides at _____ that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

(SEAL)

_____

* * * * * * * * * * * * * *

(ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP)

STATE OF)
)ss:
COUNTY OF)

On this _____ day of _____, 20___, before me personally came and appeared _____ to me known and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

(SEAL)

SIGNATURES AND ACKNOWLEDGMENTS

(ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL)

STATE OF)
) ss:
COUNTY OF)

On this _____ day of _____, 20___, before me personally appeared _____ who resides in _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged to me that he executed the same.

(SEAL) _____
Notary Public

* * * * * * * * * * * * * * *

(ACKNOWLEDGMENT OF OFFICER OF OWNER)

STATE OF)
) ss:
COUNTY OF)

On this _____ day of _____, 20___, before me personally came and appeared _____ to me known, who, being duly sworn, did depose and say that he is the _____ of the _____ described in, and which executed the foregoing instrument, that he knows the seal of said OWNER; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it thereto and attested the same over his signature by virtue of authority in him vested.

(SEAL) _____
Notary Public

EXHIBIT A

PERFORMANCE AND OTHER BONDS

1. Commentary to Accompany Performance Security (one page)

COMMENTARY TO ACCOMPANY PERFORMANCE SECURITY

Simultaneously with delivery of the executed Contract the Contractor shall furnish cash security, certified check, or a letter of credit in an amount equal to ten (10%) percent of the annual Contract price to the Owner for approval.

A. The Contractor hereby agrees that the Town may withhold from the monthly payments otherwise payable to the Contractor ten (10%) percent of such monthly payment to the end that there shall be maintained during the term of this Contract an amount equal to ten (10%) percent of the annual contract price which amount shall be security for the faithful performance of this agreement. The Contractor agrees that if the Contractor shall fail to collect trash on the day of the week set forth in the Contractor's collection schedule or otherwise fails to pick up and collect such trash in a proper and workmanlike manner the Town, by order of the Supervisor, may immediately and without notice to the Contractor herein perform such trash collection service using Town equipment or independent contractors and without further notice to the Contractor the Supervisor be and he is hereby fully authorized to apply so much of said security including all of it to reimburse the Town for its expenses incurred therewith.

B. If there are no defaults on the part of the Contractor, this Contractor shall be entitled to the return of his/her security and interest earned thereon and retained amounts from monthly payments at the end of the term of this Contract. Where any default has occurred, the Contractor shall be entitled to the return of only such portion of the security which has not been used.

C. In case of default, the Town is hereby authorized to continue and to renew the ten (10%) percent monthly retainage to rebuild such security to ten (10%) percent of the total annual amount of the original Contract.

EXHIBIT B

CERTIFICATE OF INSURANCE

ATTACH CERTIFICATES OF INSURANCE TO THIS PAGE

EXHIBIT C

NOTICE OF AWARD

NOTICE TO PROCEED

NOTICE OF AWARD

Date: _____ Re: Owner's Contract No.: _____

To: _____ Contract For: _____

Address: _____

_____

To Whom It May Concern:

You are notified that your Bid dated _____, for the above Contract has been considered. You are the apparent successful lowest qualified Bidder and have been awarded a contract for the collection and disposal of all refuse, rubbish, garbage, and recyclables from all houses and premises located within the boundaries of Clay Refuse District No.(s) _____ . The Contract Price of your contract is _____ (_____).

One (1) original and three (3) conformed copies each of the Contract Documents, will be delivered to you by the Engineer. The Project Manual will bear the stamp "Conformed Copy".

You must comply with the following conditions precedent within fifteen days of the date of receiving the Project Manual from the Engineer:

1. You must execute and deliver to the Owner all copies of the executed counterparts of the Agreement.

2. You must deliver the executed Contract Security (Bonds) as specified in the General Conditions (paragraph 5.1) and Supplementary Conditions (paragraph SC-5.1). The Bond forms are included at the end of the Agreement under Exhibit A.

3. You must deliver with the executed Agreement the required Certificates of Insurance, which are to be attached to Exhibit B. Insurance requirements are specified in Article 5 of the General Conditions and Article 5 of the Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with the above conditions, the Owner will return to you one of the executed Contract Documents, which will include the fully signed counterpart of the Agreement and such other attachments as may be required from the Owner.

OWNER: _____

By: _____
(Authorized Signature)

Title: _____

NOTICE TO PROCEED

Dated _____, 20____

TO: _____
(Contractor)

ADDRESS: _____

_____

PROJECT: _____

CONTRACT FOR: _____

_____

You are notified that the Contract Times under the above contract will commence to run on _____. In accordance with Article 3 of the Agreement the dates of Substantial Completion and completion and readiness for final payment are _____, 20____ and _____, 20____, respectively.

Paragraph 2.7 of the General Conditions provides that you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insured's) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Town of Clay
(Owner)

By: _____
(Authorized Signature)

Supervisor
(Title)

_____
(Owner)

By: _____
(Authorized Signature)

_____
(Title)

Copy to Engineer
(Use Certified Mail, Return Receipt Requested)

_____
(Date)

GENERAL CONDITIONS

This document has important legal consequences: consultation with an attorney is encouraged with respect to its completion or modification.

STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

Prepared by

Engineers Joint Contract Documents Committee

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

CONSTRUCTION SPECIFICATIONS INSTITUTE

This document has been approved and endorsed by

The Associated General Contractors of America

These General Conditions have been prepared for use with the Owner-Contractor Agreements (No. 1910-8-A-1 or 1910-8-A-2) (1990 Editions). Their provisions are interrelated and a change in one may necessitate a change in the others. Comments concerning their usage are contained in the Commentary on Agreements for Engineering Services and Contract Documents (No. 1910-9) (1986 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. 1910-17) (1990 Edition). When bidding is involved, the Standard Form of Instructions to Bidders (No. 1910-12) (1990 Edition) may be used.

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GENERAL CONDITIONS

ARTICLE 1—DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1.1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents.

1.2. *Agreement*—The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

* 1.3. *Application for Payment*—The form ~~accepted~~ by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

1.4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

1.5. *Bid*—The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.6. *Bidding Documents*—The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

1.7. *Bidding Requirements*—The advertisement or invitation to Bid, instructions to bidders, and the Bid form.

1.8. *Bonds*—Performance and Payment bonds and other instruments of security.

1.9. *Change Order*—A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

1.10. *Contract Documents*—The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and ENGINEER's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.

1.11. *Contract Price*—The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

1.12. *Contract Times*—The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13.

1.13. *CONTRACTOR*—The person, firm or corporation with whom OWNER has entered into the Agreement.

1.14. *defective*—An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

1.15. *Drawings*—The drawings which show the scope, extent and character of the Work to be furnished and performed by CONTRACTOR and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

1.16. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. *ENGINEER*—The person, firm or corporation named as such in the Agreement.

* 1.18. *ENGINEER's Consultant*—A person, firm or corporation having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

1.19. *Field Order*—A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.

* SEE SUPPLEMENTARY CONDITIONS

1.20. *General Requirements*—Sections of Division 1 of the Specifications.

1.21. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

1.22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

1.23. *Liens*—Liens, charges, security interests or encumbrances upon real property or personal property.

1.24. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

1.25. *Notice of Award*—The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.26. *Notice to Proceed*—A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR's obligations under the Contract Documents.

1.27. *OWNER*—The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

1.28. *Partial Utilization*—Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

1.29. *PCBs*—Polychlorinated biphenyls.

1.30. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

1.31. *Project*—The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.32. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

1.33. *Resident Project Representative*— The authorized representative of ENGINEER who may be assigned to the site or any part thereof.

1.34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

✱ 1.35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

1.36. *Specifications*—Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

✱ 1.37. *Subcontractor*—An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work. ~~at the site.~~

1.38. *Substantial Completion*—The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by ENGINEER's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

1.39. *Supplementary Conditions*—The part of the Contract Documents which amends or supplements these General Conditions.

1.40. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

1.41. *Underground Facilities*—All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.42. *Unit Price Work*—Work to be paid for on the basis of unit prices.

1.43. *Work*—The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

1.44. *Work Change Directive*—A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.

1.45. *Written Amendment*—A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

* **ADDITIONAL DEFINITIONS**

ARTICLE 2—PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

* 2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Times; Notice to Proceed:

* 2.3. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the Contract Times commence to run ~~later than the sixtieth day~~ after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

Starting the Work:

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

Before Starting Construction:

* 2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

* 2.6.1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

* 2.6.2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

* 2.7. ~~Before any Work at the site is started,~~ CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with paragraphs 5.4, 5.6 and 5.7.

Preconstruction Conference:

* 2.8. Within twenty days after the Contract Times start to run, but before any Work at the site is started, a conference

* **SEE SUPPLEMENTARY CONDITIONS**

~~attended by CONTRACTOR, ENGINEER and others as appropriate~~ will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.6, procedures for handling Shop Drawings and other submittals, processing Applications for Payment and maintaining required records.

Initially Acceptable Schedules:

* 2.9. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to ENGINEER as provided below. The progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor. CONTRACTOR's schedule of Shop Drawing and Sample submissions will be acceptable to ENGINEER as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well- known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3. *Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:*

3.3.1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

3.3.2. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 6.5, CONTRACTOR shall report it to ENGINEER in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

3.3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1. the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2. the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, ENGINEER or any of ENGINEER's Consultants, agents or employees any duty or authority to supervise or direct the furnishing or

performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

3.4. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents:

3.5. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.5.1. a formal Written Amendment,

3.5.2. a Change Order (pursuant to paragraph 10.4), or

3.5.3. a Work Change Directive (pursuant to paragraph 10.1).

3.6. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.6.1. a Field Order (pursuant to paragraph 9.5),

3.6.2. ENGINEER's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or

3.6.3. ENGINEER's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.7. CONTRACTOR, and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER.

ARTICLE 4—AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

* 4.2. *Subsurface and Physical Conditions:*

4.2.1. *Reports and Drawings:* Reference is made to the Supplementary Conditions for identification of:

4.2.1.1. *Subsurface Conditions:* Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and

4.2.1.2. *Physical Conditions:* Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

* SEE SUPPLEMENTARY CONDITIONS

4.2.2. *Limited Reliance by CONTRACTOR Authorized; Technical Data:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

4.2.2.1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3. *Notice of Differing Subsurface or Physical Conditions:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

4.2.3.1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2. is of such a nature as to require a change in the Contract Documents, or

4.2.3.3. differs materially from that shown or indicated in the Contract Documents, or

4.2.3.4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.23), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4. *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5. *Possible Contract Documents Change:* If ENGINEER concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3., a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

4.2.6. *Possible Price and Times Adjustments:* An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in CONTRACTOR's cost of, or time required for performance of, the Work; subject, however, to the following:

4.2.6.1. such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4, inclusive;

4.2.6.2. a change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.10 and 11.9; and

4.2.6.4. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or

4.2.6.4.2. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

4.2.6.4.3. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.3. *Physical Conditions—Underground Facilities:*

4.3.1. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on

information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

4.3.1.2. The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

4.3.2. *Not Shown or Indicated:* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Reference Points:

4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

4.5. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:

* 4.5.1. OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractor, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.5.2. CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.

4.5.3. If after receipt of such special written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

4.5.4. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's

Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph 4.5.4 shall obligate OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

4.5.5. The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5—BONDS AND INSURANCE

Performance, Payment and Other Bonds:

* 5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

5.3. Licensed Sureties and Insurers; Certificates of Insurance:

5.3.1. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.3.2. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain in accordance with paragraph 5.4. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7 hereof.

CONTRACTOR's Liability Insurance:

* 5.4. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance and furnishing of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.4.1. claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.4.2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.4.3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

5.4.4. claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5.4.5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

5.4.6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

* SEE SUPPLEMENTARY CONDITIONS

The policies of insurance so required by this paragraph 5.4 to be purchased and maintained shall:

5.4.7. with respect to insurance required by paragraphs 5.4.3 through 5.4.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;

5.4.8. include the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

5.4.9. include completed operations insurance;

5.4.10. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.12, 6.16 and 6.31 through 6.33;

5.4.11. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.3.2 will so provide);

5.4.12. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing *defective* Work in accordance with paragraph 13.12; and

5.4.13. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

OWNER's Liability Insurance:

* 5.5. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.4, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

* 5.6. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

5.6.1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

5.6.2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework and Work in transit and shall insure against at least the following perils fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;

5.6.3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.4. cover materials and equipment stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

5.6.5. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued.

5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

5.8. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.11.

* SEE SUPPLEMENTARY CONDITIONS

5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.10. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraphs 5.6 or 5.7, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.11. *Waiver of Rights:*

5.11.1. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraphs 5.6 and 5.7 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds in such policies and will provide primary coverage for all losses and damages caused by the perils covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, employees and agents for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants and all other persons or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. In addition, OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them, for:

5.11.2.1. loss due to business interruption, loss of use or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of or resulting from fire or other peril, whether or not insured by OWNER; and

5.11.2.2. loss or damage to the completed Project or part thereof caused by, arising out of or resulting from fire or other insured peril covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.10, after substantial completion pursuant to paragraph 14.8 or after final payment pursuant to paragraph 14.13.

Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in this paragraph 5.11.2 shall contain provisions to the effect that in the event of payment of any such loss, damage or consequential loss the insurers will have no rights of recovery against any of CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees and agents of any of them.

Receipt and Application of Insurance Proceeds

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

Acceptance of Bonds and Insurance; Option to Replace:

5.14. If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was

required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization—Property Insurance:

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6—CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

* 6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule:

6.6. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

* 6.6.1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.7. *Substitutes and "Or-Equal" Items:*

6.7.1. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by ENGINEER under the following circumstances:

* SEE SUPPLEMENTARY CONDITIONS

6.7.1.1. *"Or-Equal":* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

✱ 6.7.1.2. *Substitute Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the ENGINEER will include the following as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute.

✱ 6.7.1.3. *CONTRACTOR's Expense:* All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR's expense.

6.7.2. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.7.1.2.

6.7.3. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER accepts a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute item.

Concerning Subcontractors, Suppliers and Others:

✱ 6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

✱ 6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's or ENGINEER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such

substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject *defective* Work.

6.9.1. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier or other person or organization any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the ENGINEER through CONTRACTOR.

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.6 or 5.7, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

Patent Fees and Royalties:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

Permits:

✱ 6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

Laws and Regulations:

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

6.14.2. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.3.2.

Taxes:

✱ 6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of

the Project which are applicable during the performance of the Work.

Use of Premises:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

* 6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. all persons on the Work site or who may be affected by the Work;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Safety Representative:

6.21. CONTRACTOR shall designate a qualified and experienced safety representative at the site whose duties and

responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Hazard Communication Programs:

6.22. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

Emergencies:

* 6.23. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or ENGINEER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

6.24. *Shop Drawings and Samples:*

6.24.1. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show ENGINEER the materials and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.26.

6.24.2. CONTRACTOR shall also submit Samples to ENGINEER for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

6.25. *Submittal Procedures:*

6.25.1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

6.25.1.1. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,

6.25.1.2. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work, and

6.25.1.2. all information relative to CONTRACTOR's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

* 6.25.2. Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

6.25.3. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

* 6.26. ENGINEER will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by ENGINEER as required by paragraph 2.9. ENGINEER's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract

* SEE SUPPLEMENTARY CONDITIONS

Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of submission as required by paragraph 6.25.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.25.1.

* 6.28. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by ENGINEER as required by paragraph 2.9, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.30. *CONTRACTOR's General Warranty and Guarantee:*

6.30.1. CONTRACTOR warrants and guarantees to OWNER, ENGINEER and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

6.30.1.1. abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or

6.30.1.2. normal wear and tear under normal usage.

6.30.2. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

6.30.2.1. observations by ENGINEER;

6.30.2.3. recommendation of any progress or final payment by ENGINEER;

6.30.2.3. the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;

6.30.2.4. use or occupancy of the Work or any part thereof by OWNER;

6.30.2.5. any acceptance by OWNER or any failure to do so;

6.30.2.6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13;

6.30.2.7. any inspection, test or approval by others; or

6.30.2.8. any correction of *defective* Work by OWNER.

Indemnification:

6.31. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

6.32. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.33. The indemnification obligations of CONTRACTOR under paragraph 6.31 shall not extend to the liability of ENGINEER and ENGINEER's Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

Survival of Obligations:

6.34. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with

* SEE SUPPLEMENTARY CONDITIONS

the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

ARTICLE 7—OTHER WORK

Related Work at Site:

* 7.1. OWNER may perform other work related to the Project at the site by OWNER's own forces, or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent thereof.

7.2. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent or nonapparent defects and deficiencies in such other work.

Coordination:

* 7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:

7.4.1. the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

7.4.2. the specific matters to be covered by such authority and responsibility will be itemized; and

7.4.3. the extent of such authority and responsibilities will be provided.

Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

ARTICLE 8—OWNER'S RESPONSIBILITIES

8.1. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents.

8.5. OWNER's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.10.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with OWNER's right to terminate services of CONTRACTOR under certain circumstances.

8.9. The OWNER shall not supervise, direct or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences or procedures of construction or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

8.10. OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

8.11. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9—ENGINEER'S STATUS DURING CONSTRUCTION

OWNER's Representative:

9.1. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against *defective* Work. ENGINEER's visits and on-site observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation, during or as a result of ENGINEER's on-site visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

Project Representative:

✱ 9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

Clarifications and Interpretations:

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be *defective*, or

that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

9.8. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

9.9. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

Determinations for Unit Prices:

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other and to ENGINEER written notice of intention to appeal from ENGINEER's decision and: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in Exhibit GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to ENGINEER's decision, unless otherwise agreed in writing by OWNER and CONTRACTOR. Such appeal will not be subject to the procedures of paragraph 9.11.

Decisions on Disputes:

* 9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than ~~thirty~~ days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within ~~sixty~~ days after the start of such occurrence or event unless ENGINEER allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to ENGINEER and the claimant within thirty days after receipt of the claimant's last submittal (unless ENGINEER allows additional time). ENGINEER will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. ENGINEER's written decision on such claim, dispute or other matter will be final and binding upon OWNER and CONTRACTOR unless: (i) an appeal from ENGINEER's decision is taken within the time limits and in accordance with the procedures set forth in EXHIBIT GC-A, "Dispute Resolution Agreement," entered into between OWNER and CONTRACTOR pursuant to Article 16, or (ii) if no such Dispute Resolution Agreement has been entered into, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by OWNER and CONTRACTOR.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.15) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter pursuant to Article 16.

9.13. *Limitations on ENGINEER's Authority and Responsibilities:*

9.13.1. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise or performance of any authority or responsibility by ENGINEER shall create, impose or give rise to any duty owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.

9.13.2. ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform or furnish the Work in accordance with the Contract Documents.

19.13.3. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.13.4. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 14.12 will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with, the Contract Documents.

9.13.5. The limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to ENGINEER's Consultants, Resident Project Representative and assistants.

ARTICLE 10—CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

10.4.1. changes in the Work which are (i) ordered by OWNER pursuant to paragraph 10.1, (ii) required because of acceptance of *defective* Work under paragraph 13.13 or correcting *defective* Work under paragraph 13.14, or (iii) agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Times which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

* 10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11—CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR's expense without change in the Contract Price.

* 11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than ~~thirty~~ days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within ~~sixty~~ days after the start of such occurrence or event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will

be valid if not submitted in accordance with this paragraph 11.2.

* 11.3. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

11.3.1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3, inclusive);

11.3.2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2);

11.3.3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen and other personnel employed full- time at the site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed or furnished by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof—all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

* 11.4.5.6. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4—all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of *defective* Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6. The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. a mutually acceptable fixed fee; or

11.6.2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the CONTRACTOR's fee shall be fifteen percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the CONTRACTOR's fee shall be five percent;

11.6.2.3. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of fifteen percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

11.6.2.4. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.5. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

11.6.2.6. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.5, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

* SEE SUPPLEMENTARY CONDITIONS

Cash Allowances:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be furnished and performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

11.8.1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.9. ***Unit Price Work:***

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with paragraph 9.10.

✱ 11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

✱ 11.9.3. OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

11.9.3.1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

11.9.3.2. there is no corresponding adjustment with respect to any other item of Work; and

11.9.3.3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12—CHANGE OF CONTRACT TIMES

✱ 12.1. The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly ~~(but in no event later than thirty days)~~ after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. All time limits stated in the Contract Documents are of the essence of the Agreement.

12.3. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 12.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.4. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii)

delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF *DEFECTIVE* WORK

13.1. *Notice of Defects:* Prompt notice of all *defective* Work of which OWNER or ENGINEER have actual knowledge will be given to CONTRACTOR. All *defective* Work may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's site safety procedures and programs so that they may comply therewith as applicable.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.4. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

13.4.1. for inspections, tests or approvals covered by paragraph 13.5 below;

13.4.2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3. as otherwise specifically provided in the Contract Documents.

* 13.5. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work.

13.6. If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

13.7. Uncovering Work as provided in paragraph 13.6 shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is *defective*, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be *defective*, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

OWNER May Stop the Work:

13.10. If the Work is *defective*, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work

shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all *defective* Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with Work that is not *defective*. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.12. *Correction Period:*

13.12.1. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be *defective*, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) correct such *defective* Work, or, if it has been rejected by OWNER, remove it from the site and replace it with Work that is not *defective*, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the *defective* Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

* 13.12.2. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

* 13.12.3. Where *defective* Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of *defective* Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all claims, costs, losses and damages attributable to OWNER's evaluation of and determination to accept such *defective* Work (such costs to be approved by ENGINEER as to reasonableness). If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct *defective* Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors and ENGINEER and ENGINEER's Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 11. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's *defective* Work. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies hereunder.

ARTICLE 14—PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and

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will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

* 14.2. At least twenty days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER's interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

CONTRACTOR's Warranty of Title:

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

* 14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. ~~Ten days~~ After presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

14.5.1. the Work has progressed to the point indicated,

14.5.2. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation), and

14.5.3. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER's recommendation of any payment, including final payment, shall not mean that ENGINEER is responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

* 14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.5. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.7.1. the Work is *defective*, or completed Work has been damaged requiring correction or replacement,

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct *defective* Work or complete Work in accordance with paragraph 13.14, or

14.7.4. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

14.7.5. claims have been made against OWNER on account of CONTRACTORs performance or furnishing of the Work,

14.7.6. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens,

14.7.7. there are other items entitling OWNER to a set-off against the amount recommended, or

14.7.8. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

Substantial Completion:

* 14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10. Use by OWNER at OWNER's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

* 14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Final Inspection:

* 14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all

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particulars in which this inspection reveals that the Work is incomplete or *defective*. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Final Application for Payment:

* 14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.4.13, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

* 14.13. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. ~~Thirty days~~ after the presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance and with ENGINEER's recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

* 14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. ~~If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than~~ the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Waiver of Claims:

14.15. The making and acceptance of final payment will constitute:

14.15.1. a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from *defective* Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

14.15.2. a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work:

15.1. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

OWNER May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6);

15.2.2. if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.2. if CONTRACTOR disregards the authority of ENGINEER; or

15.2.4. if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and when so approved by ENGINEER incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

15.4.1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

15.4.2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

15.4.3. for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and

15.4.4. for reasonable expenses directly attributable to termination.

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

CONTRACTOR May Stop Work or Terminate:

✱ 15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted or OWNER fails for ~~thirty~~ days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within thirty days after it is submitted, or OWNER has failed for ~~thirty~~ days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven day's written notice to OWNER and ENGINEER stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude CONTRACTOR from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping Work as permitted by this paragraph.

✱ ARTICLE 16—DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedure, if any, shall be as set forth in Exhibit GC-A, "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, and subject to the provisions of paragraphs 9.10, 9.11, and 9.12, OWNER and CONTRACTOR may exercise

such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17—MISCELLANEOUS

Giving Notice:

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Times:

17.2.1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight will constitute a day.

Notice of Claim:

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies:

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Professional Fees and Court Costs Included:

17.5. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs.

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SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

INTRODUCTORY STATEMENT

Supplementary Conditions: These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1990 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

NOTES TO READER

1. Insofar as format and arrangement of material is concerned, these Supplementary Conditions follow the concepts of the "Guide to the Preparation of Supplementary Conditions," (Document EJCDC No. 1910-17, 1990 Edition), prepared by the Engineer's Joint Contract Documents Committee.

2. Supplementary Conditions are arranged in the same order as the paragraphs in the General Conditions, and the paragraphs herein bear comparable numbers to those of the General Conditions, but with the prefix "SC." For brevity, paragraph numbers of the General Conditions when appropriate, are referred to herein with the prefix "GC."

3. The terms used in these Supplementary Conditions which are defined in the General Conditions of the construction contract (No. 1910-8, 1990 Edition) have the same meanings assigned to them in the General Conditions.

4. Administrative procedures which accompany certain subjects covered under the General Conditions and Supplementary Conditions appear in Division 1 of the Specifications. This would apply, for example, to Change Orders and Shop Drawing Submittals.

ARTICLE 1 - DEFINITIONS

A. Modify existing definitions as follows:

SC-1.3 Application for Payment: Replace the phrase "accepted by the ENGINEER" in paragraph 1.3 of the General Conditions with the phrase "provided by the ENGINEER."

SC-1.18 ENGINEER's Consultants: None employed.

SC-1.35 Add the following to the end of General Condition 1.35:

"Shop Drawings include the following:

1. Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data and other data to illustrate a portion of the Work, but not prepared exclusively for this Contract.

2. Drawings, schedules, diagrams and other data prepared specifically for this Contract, by the Contractor or through the Contractor by way of a subcontractor, manufacturer, supplier, distributor or other lower tier contractor, to illustrate a portion of the Work."

SC-1.37 Subcontractor: Delete the phrase, "at the site" from the entire paragraph.

C. Add the following definitions:

SC-1.46 Bid Item Description - A separate description of each Bid Item listed in the Bid form. Bid Item descriptions are included in Division 1 of the Specifications.

SC-1.47 Work Terminology: The following definitions are intended to supplement paragraph 1.43 of the General Conditions:

1. Furnish or Supply: To supply, deliver, and unload materials and equipment at the project site and inspect for damage.

2. Install: To unpack, place, assemble, erect, apply, finish, cure, protect, and clean, furnished materials and equipment in secured position ready for the use intended.

3. Provide: To furnish or supply, and install.

4. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work. It does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components, if specifically identified for reuse in the Contract Documents."

SC-1.48 Site: The lands upon which the work is to be performed. The limits of such lands may be indicated elsewhere in the Contract Documents.

SC-1.49 "As Shown": Whenever, in the description of any part of the Work, the expressions AS SHOWN, SHOWN ON THE PLANS, or other similar expressions are used, it shall be understood to mean as shown on the Contract Drawings, unless another meaning is plainly indicated.

ARTICLE 2 - PRELIMINARY MATTERS

Copies of Documents

SC-2.2 Delete paragraph 2.2 of the General Conditions in its entirety and insert the following in its place: "OWNER will furnish copies of Contract Documents to CONTRACTOR as follows:

1 set of Contract Documents

Additional copies of Contract Documents or a copy of reproducible documents may be purchased at ENGINEER'S normal rates for reproduction.

Commencement of Contract Time; Notice to Proceed

SC-2.3 Amend the last sentence of paragraph 2.3 of the General Conditions by striking the phrase "later than the sixtieth day" and adding the phrase "later than the seventy-fifth day"; and as so amended, paragraph 2.3 remains in effect.

Before Starting Construction

SC-2.5 Add the following sentence at the end of the paragraph: "CONTRACTOR's study and checking of the Contract Documents shall include his/her independent verification that the addenda have been accurately and completely incorporated in the documents prior to relying on those documents. Accordingly, Contractor assumes the full risk of working from addenda-incorporated documents."

SC-2.6.1 Delete paragraph 2.6.1 of the General Conditions in its entirety and insert the following in its place:

"A preliminary progress schedule indicating the times (dates) for starting and completing the various stages of the Work. Schedule shall include any Milestones specified in the Contract Documents, shall consider time required for submission and approval of Shop Drawing and Sample submittals and for manufacturing lead times and product delivery dates, and shall contain at least the level of detail and other characteristics as identified in the Contract Documents."

SC - 2.6.2 Add the following to the end of paragraph 2.6.2 of the General Conditions:

"Schedule shall allow a minimum of ten working days for ENGINEER's review after receipt of each submittal and resubmittal (excluding time for transmittal). In preparing schedule, CONTRACTOR shall discuss individual submittal requirements with ENGINEER and shall increase the minimum time allowance for review of complex or voluminous submittals."

SC-2.7 Amend the first sentence of paragraph 2.7 of the General Conditions by striking out the following words "Before any Work at the site is started...," and adding the words "Before the Effective Date of the Agreement," and as so amended, paragraph 2.7 remains in effect.

Preconstruction Conference

SC-2.8 Amend the first sentence of paragraph 2.8 of the General Conditions by striking out the following words " attended by CONTRACTOR, ENGINEER and others as appropriate," and adding the following sentence at the end of paragraph 2.8 of the General Conditions: "Present at the conference will be OWNER or his representative, ENGINEER, Resident Project Representative, CONTRACTOR and his Superintendent, and other invited parties or government representatives having jurisdiction over or official interest in the project and others as appropriate."

Initially Acceptable Schedules

SC - 2.9 Change the fourth sentence to read:

"The progress schedule will be acceptable to ENGINEER if it contains at least the specified level of work detail and characteristics and provides for an orderly progression of the Work to completion within any specified milestones and Contract times. Such acceptance will not impose on ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefore."

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

(No Amendments to the General Conditions).

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.2 Subsurface and Physical Conditions

ARTICLE 5 - BONDS AND INSURANCE

Performance, Payment and Other Bonds

In the General Conditions Delete Sections 5.1 and 5.2 in their entirety.

SC-5.1 Add the following language to Article 5 within the General Conditions:

"CONTRACTOR shall furnish the required Performance Security requirements identified in Exhibit “A” found at the end of the Agreement Between Owner and Contractor”."

5.4 CONTRACTOR's Liability Insurance

Delete paragraphs 5.4 and 5.5 of the General Conditions in their entirety and insert the following in their place:

TOWN OF CLAY
INSURANCE REQUIREMENTS

A. _____ (hereinafter referred to as the Developer/Contractor/Vendor) shall furnish:

ONE ORIGINAL OR ONE CERTIFIED COPY OF THE ORIGINAL POLICY OF INSURANCE, PLUS ONE CERTIFICATE OF INSURANCE with a brief description of the project or service, and for each of the several kinds of Insurance specified in paragraph B of this section. All of such policies shall be delivered with the required certificate and endorsements where applicable, to the Office of the Attorney for the Town of Clay as follows:

TOWN ATTORNEY'S OFFICE
CLAY TOWN HALL
4401 STATE ROUTE 31
CLAY, NEW YORK 13041

ATTN: CHELSEA CLARK, INFORMATION AIDE
Telephone No.: (315) 652-3800
Fax No.: (315) 622-7259

The Developer/Contractor/Vendor shall procure and maintain at their expense without expense to the Town of Clay all of the insurance required herein. Such insurance shall be written by an insurance company authorized to write insurance in the State of New York, shall be drawn on standard forms approved by the New York State Insurance Department and shall protect the Developer/Contractor, his/her subcontractors and the Town of Clay from liability for claims for personal injury, death and property damage which may arise from operations under this Contract.

All property damage insurance shall include coverage for explosion, collapse and underground operations.

B. The kinds and amounts of insurance required to appear on the Certificate are as follows:

(1) **Workmen's Compensation Insurance**. The policy covering the obligations of the Developer/Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as

amended, known as the Worker's Compensation Law, covering all operations under the Agreement, whether performed by the Developer/Contractor or by his subcontractors.

The Developers/Contractor shall keep insured during the life of this Agreement such employees in compliance with the provisions of the Workmen's Compensation Law (State Finance Law, Section 142).

(2) **Liability Insurance**. Policy or policies naming the Developers/Contractors as the insured and Town of Clay as additional insured on a primary and a non-contributory basis and accompanied with an Additional Insured Endorsement, a Waiver of Subrogation Endorsement, and must be checked on the Certificate next to the policy number, except as otherwise provided below. Such policies shall be furnished as follows below:

(3) **Subcontractor's Liability Insurance.** Without in any way limiting the Developer's liability pursuant to the indemnification provisions of this Agreement, the Developer shall require each Subcontractor to: (a) maintain insurance coverages and limits of liability in accordance with the provisions of this Agreement (though the Umbrella Liability limits required of each Subcontractor may be adjusted, if agreed to by the Owner, in advance of any work being undertaken); and (b) name the Owner, the Architect, the Developer, and their respective officers.

	COVERAGE	LIMITS OF LIABILITY	
1.	**Comprehensive General Liability Insurance** Including Bodily Injury and Property Damage, Damage for Premises/Operations, Products and Completed Operations and coverage provided by the General Liability coverage form CG00010 1/96 in connection with work to be completed by the Developer/Contractor and all sub-contractors. **Naming the Town of Clay as additional insured with the endorsement attached**	General Aggregate Prod./Comp.Op.Agg Pers. And Adv. Injury Each Occurrence Fire Damage Medical Expense	$2,000,000.00 $2,000,000.00 $1,000,000.00 $1,000,000.00 $50,000.00 $5,000.00
2.	**Automobile Liability Insurance** Including Bodily Injury and Property Damage for the operation of **Any Auto** (Symbol 1) used in connection with work to be completed by the Developer/Contractor and all sub-contractors **Naming the Town of Clay as additional insured with the endorsement attached**	Comb. Single Limit	$1,000,000.00
3.	**Umbrella Liability Insurance** Providing additional limits of liability over and	Each Occurrence Aggregate	$5,000,000.00 $5,000,000.00

	above the General Liability and Automobile Liability Coverage's outlined in this section	Self-Insured Retention	$10,000.00
4.	**Owner's Protective Liability Insurance** Providing liability coverage, including Owner's Landlord's & Tenant's Liability, for damages imposed by law upon the Town of Clay with respect to all operations under the Agreement performed by the Developer/Contractor and all sub-contractors, **Town of Clay is named insured**** **(Original policy to be sent to Town of Clay)**	Aggregate Each Occurrence	$2,000,000.00 $1,000,000.00

In addition to the coverage outlined above, the following conditions are agreed to by the Developer/Contractor/Vendor.

The Developers/Contractors/Vendor shall indemnify the Town of Clay against liability for claims, demands, loss, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against it by reason of any omission or act of the Developers/Contractors/Vendor, their agents or employees, all sub-contractors, his/her or their agents or employees, including also any omission or supervisory act of the Town of Clay, its employees or agents, in the performance of this Agreement, and shall hold the Town of Clay harmless therefrom.

Policies shall cover liability for damages imposed by law upon the Town of Clay and the Town Superintendent of Highways and all employees of the Town of Clay both officially and personally.

GUARANTEE

The Town of Clay **must** be given forty five (45) days written notice prior to cancellation and/or non-renewal by the Developer/Contractor of any of the aforesaid policies by the issuing insurance company, agents and/or representatives whether such policies are for named insured or additional insured.

The issuing insurance company, agents and/or representatives shall set forth in writing that there are no pending claims against the insured and/or that there is ample coverage remaining to cover insured in the event of a claim.

Such insurance as is herein required (1) applies to all operations of said insured in connection with the work required by the provisions of the documents forming the contract, (2) also applies on the effective dates stated, whether or not the Contract Documents between the insured contractor's and the Town have been executed, and (3) is written in accordance with the company's regular policies and endorsements.

5.6 Property Insurance

Delete paragraph 5.6 of the General Conditions in its entirety and insert the following in its place:

"SC-5.6 CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

SC-5.6.1 Include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

SC-5.6.2 Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework and work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;

SC-5.6.3 Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

SC-5.6.4 Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER; and

SC-5.6.5 Be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued."

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph SC-5.6 shall comply with the requirements of paragraph 5.8 of the General Conditions.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.3 Payment of Minimum Wage Rates

Add the following subparagraph to paragraph 6.3 of the General Conditions:

"SC-6.3.1 The CONTRACTOR and every subcontractor shall pay employees no less than the wage rates established for each trade or occupation listed in the Prevailing Wage Rate Schedule issued by the New York State Industrial Commissioner, or if the OWNER be a City, by the Comptroller or other analogous officer of such City.

Minimum wages required to be paid shall include supplements for hospital, surgical, medical or other benefits as determined by the State Labor Law. If for any reason at any time the State of New York or the proper City Office, shall in any way supplement, change or amend such Prevailing Wage Rate Schedule, then the CONTRACTOR, Subcontractor or other person about or upon such public work shall follow such Schedule as supplemented, changed or amended. In no case shall the CONTRACTOR be entitled to any additional compensation or extras because of any supplement, change, redetermination or amendment of the Prevailing Wage Rate Schedule."

Progress Schedule

SC-6.6.1 Delete paragraph 6.6.1 of the General Conditions in its entirety and insert the following in its place:

"CONTRACTOR shall submit to ENGINEER for acceptance proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments shall conform generally to the progress schedule then in effect and additionally shall comply with any provisions of the General Requirements applicable thereto. ENGINEER's acceptance will not impose on ENGINEER responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefore. ENGINEER's review to determine acceptability will be limited to future activities only. By accepting the revised schedule, ENGINEER does not indicate acceptance of any historic information shown thereon."

6.7 Substitutes and "Or Equal" Items.

SC-6.7.1.2 Substitute Items: Add the following language at the end of paragraph 6.7.1.2 of the General Conditions:

"If the substitute item requires modifications to the structures, piping, layouts, etc., detailed on the drawings, the application shall also include details of proposed modifications necessary to accommodate the substitute item. Such details shall include scaled layouts, dimensions and other pertinent information to enable the ENGINEER to accurately assess the entire application. If the substitute item and proposed modifications are approved, the CONTRACTOR, at no additional cost to the OWNER, shall do all work necessary to make such modifications and absorb all costs of any related changes imposed on other CONTRACTORS. Final details of such modifications shall be prepared and submitted by the CONTRACTOR for approval under the Shop Drawing requirements specified elsewhere."

SC-6.7.1.3 CONTRACTOR's Expense: Add the following language at the end of subparagraph 6.7.1.3 of the General Conditions:

"In order to aid the ENGINEER in determining the equality of a proposed `or equal' or substitute item (when compared to the item actually specified), the CONTRACTOR shall arrange for the performance of any tests requested by the ENGINEER. ENGINEER shall determine the nature, extent, tester and degree of supervision of such tests. Certified test results shall be mailed directly to the ENGINEER for all tests requested. All costs of such tests, including engineering costs, shall be borne by the CONTRACTOR."

6.8 Concerning Subcontractors, Suppliers and Others:

SC-6.8.1 Add the following language to the end of paragraph 6.8.1 of the General Conditions:

"Rejection by OWNER or ENGINEER of a proposed supplier or manufacturer of a particular item of material or equipment other than the supplier(s) or manufacturer(s) named in the Specification for the item does not constitute grounds for "reasonable objection" by CONTRACTOR or for any adjustment in his/her Contract Price or time of completion; such proposal constitutes a substitution and must be processed in accordance with the procedures and requirements of Paragraph(s) 6.7 of the General Conditions and Supplementary Conditions."

SC-6.8.2 Add the following language to the end of paragraph 6.8.2 of the General Conditions:

"However, no increase in Contract Price will be allowed to cover a substitute if acceptance is revoked by the OWNER or ENGINEER:

a. Of a Supplier, person or organization who cannot meet the specifications covering the item of material or equipment which he/she is to furnish, or

b. Of a subcontractor identified on CONTRACTOR's list who cannot perform the work designated by such listing for legal reasons including but not limited to the fact the subcontractor is unlicensed to perform that particular aspect of work or is blacklisted because of labor violations."

SC-6.8.3 Add the following new paragraph(s):

"In concert with GC-6.8.2 and the Instructions To Bidders, the following subcontractors [and suppliers] shall be identified by providing names, address, contact person and telephone number:"

6.13 Permits

SC-6.13 Add the following sentence to paragraph 6.13 of the General Conditions:

"When construction permits are accompanied by regulations or requirements issued by a particular authority or agency, it shall be the CONTRACTOR's responsibility to familiarize himself and comply with such regulations or requirements as they apply to his operations on the project."

Taxes

Add the following subparagraph to GC-6.15:

SC-6.15.1 "The OWNER is exempt from the payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties on all materials, equipment and supplies to be sold to the OWNER pursuant to this Contract. Also exempt from such taxes are purchases by the CONTRACTOR and his subcontractors of materials, equipment and supplies to be sold to the OWNER pursuant to his Contract, including tangible personal property to be incorporated in any structure, building or other real property forming part of the Project."

6.19 Record Documents

SC-6.19 Delete the last sentence of General Condition 6.19 and replace with the following: "Prior to CONTRACTOR notifying ENGINEER that the entire Work is substantially complete, CONTRACTOR shall deliver to ENGINEER for OWNER one copy of current record documents and required operation and maintenance data. Upon final completion, CONTRACTOR shall submit a separate updated set of final record documents and the remaining sets of updated operation and maintenance data, as well as Samples and Shop Drawings."

Add SC-6.19.1 as follows:

"If OWNER partially utilizes any portion of the project in accordance with General Condition 14.10.1, CONTRACTOR shall provide ENGINEER for OWNER, a complete set of record documents current to the date of OWNER's utilization, together with a copy of all required operation and maintenance data relating to the portion of the project being utilized. CONTRACTOR shall submit said documents prior to OWNER accepting the portion of the project to be used as substantially complete."

Emergencies

SC-6.23 Add the following language at the end of paragraph 6.23 of the General Conditions:

"CONTRACTOR shall designate one person to respond to emergencies and act on the CONTRACTOR's behalf during off-work hours at the project site. The person's name, address, telephone and 24 hour cell phone number shall be provided to the OWNER during the preconstruction conference and the designated person shall be on call during off-work hours. Response time shall not exceed one hour after notification is given by OWNER or ENGINEER that an emergency exists at the project site."

Submittal Procedures:

Paragraph 6.25.2 of the General Conditions is deleted and replaced with the following:

SC-6.25.2 Each submittal shall be stamped with the following certification statement, signed and dated by the Contractor's designated individual:

"Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements."

Shop Drawing Review:

Add the following subparagraph to GC-6.26:

SC-6.26.1 The terms appearing on ENGINEER's Shop Drawing Review Stamp to denote results of ENGINEER's review of CONTRACTOR's submitted data have the following meanings, including procedures for disposition of the various copies of such data:

a. "Approved" if no change or rejection is made. All but five (5) copies of the submitted data will be returned.

b. "Approved as Noted" if minor changes or additions are made, but resubmittal is not considered necessary. All but three (3) copies of the submitted data will be returned and all copies will bear the corrective marks.

c. "Revise and Resubmit" if the changes requested are extensive. In this case, resubmittal after correction is necessary and the same number of copies shall be included in the resubmittal as in the first submittal. One (1) copy of the first submittal will be retained by the ENGINEER's office and only two (2) copies will be returned unless the CONTRACTOR has requested the return of additional copies as set forth above. All other copies will be destroyed.

d. "Rejected" if it is considered that the data submitted cannot with reasonable revision meet the requirements of the Plans and Specifications. As in "c." above, only two (2) copies will be returned unless additional copies have been requested. One (1) copy will be retained by the ENGINEER's office and all others will be destroyed.

e. "Submit Specified Item" if the data submitted is not clear, complete, or for other reasons cannot be examined by the ENGINEER to establish compliance with the Plans and Specifications. Only two (2) copies will be returned to the CONTRACTOR, one (1) copy will be retained by the ENGINEER and all other copies will be destroyed.

Add the following language to paragraph 6.28 of General Conditions:

If such related Work is unacceptable to ENGINEER, or is incompatible with or does not conform to the requirements of the subsequently reviewed Shop Drawings, CONTRACTOR shall correct or replace such Work at his own expense as well as the Work of other prime contractors whose Work is affected in any way.

ARTICLE 7 - OTHER WORK

Related Work at Site:

SC-7.1 Add the following subparagraphs to paragraph 7.1 of the General Conditions:

SC-7.1.1 OWNER does not anticipate letting other direct contracts for the project.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

Project Representative

SC-9.3 Add the following to General Condition 9.3.:

"The duties, responsibilities and limitations of authority of the Resident Project Representative are described in an exhibit to the Agreement Between OWNER and ENGINEER for Professional Services, a copy of which is appended to these Supplementary Conditions."

ARTICLE 10 - CHANGES IN THE WORK

SC-10.5 Add the following language to the end of paragraph 10.5 of the General Conditions:

"Similarly, if CONTRACTOR has purchased the Property Insurance for the project, such insurance shall also be adjusted and proof of adjustment submitted to OWNER."

ARTICLE 11 - CHANGE OF CONTRACT PRICE

SC-11.2 Notice of Claim and Supporting Data

Amended paragraph 11.2 of the General Conditions, as follows:

Change the phrase in brackets, which begins on the fifth line, to read: "(but in no event later than ten days)."

Change the first part of the third sentence, which begins on the seventh line, to read: "Notice of the amount of the claim with supporting data shall be delivered within forty-five days after the start of the occurrence...etc."

SC-11.3 through SC-11.7 Cost of Work and CONTRACTOR's Fee

Delete all of paragraphs 11.3 through 11.7 of the General Conditions and substitute in their place the following:

11.3 The value of any Work covered by a Change Order or any claim for an increase or decrease in the Contract Price shall be determined by one of the following methods:

1. By such applicable unit prices, if any, as are set forth in the Contract; or

2. If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed upon by the OWNER and the CONTRACTOR; such unit or lump sum being arrived at by estimates of reasonable value prepared in general conformance with outline set forth in paragraph 3 below or

3. Where there are no applicable unit prices and agreed lump sum prices cannot be readily established or substantiated, the CONTRACTOR shall be paid the actual and reasonable cost of:

    a. Necessary materials (including transportation to the site). Material used, if acquired by direct purchase, must be covered by receipted bills or acceptable invoices. All prices on used material incorporated in either temporary or permanent work shall be billed at a fair value, less than the original cost when new. A reasonable salvage credit shall be given for all salvageable material recovered. Salvage value of substantial material recovered must be determined jointly by the CONTRACTOR and the ENGINEER; plus

    b. Necessary direct labor charges. Each class of labor shall be billed separately at actual payroll rates. Average rates based on different classes of labor, will not be accepted; plus

    c. Payments required to be made to labor organizations under existing labor agreements; plus

    d. Equipment and plant rentals, other than small tools; plus

    e. Compensation for profit and overhead as prescribed in paragraph 11.4.

In calculating the cost of equipment and plant rentals, the base hourly rates shall be the daily rate as listed in the current Rental Rates for Construction Equipment prepared by Associated Equipment Distributors divided by eight (8); thereafter

The first 20 hours will be paid at 90% of the above base hourly rate; for 21 to 40 hours, the rate will be 80% of the above base hourly rate; and

For over 40 hours, the rate will be 45% of the above base hourly rate.

The number of hours to be paid for shall be the number of hours that the equipment or plant is actually used in performing the work of the Change Order.

Equipment to be used by the CONTRACTOR shall be specifically described and be of suitable size and suitable capacity required for the work to be performed. In the event the CONTRACTOR elects to use equipment of a higher rental value than that suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment paid for will be recorded as part of the record for the work performed. The ENGINEER will determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be that for the suitable equipment.

In the event that a rate is not established in the Associated Equipment Distributors Rental Rates for a particular piece of equipment or plant, the OWNER shall establish a rate for that piece of equipment or plant that is consistent with its cost and use.

It is mutually understood that the base daily rates include all costs incidental to equipment and plant rentals including cost of moving to and from the site.

11.4 If methods 2 or 3 are used, the CONTRACTOR may add twenty percent (20%) to the total cost of material, equipment, plant rentals and direct labor, as his only compensation for profit and overhead, except that the 20% shall not be applied to the premium portion of overtime pay.

If any of the work is performed by a subcontractor, the CONTRACTOR shall be paid the actual and reasonable cost of such subcontracted work computed as outlined above or on such other basis as might be approved by the OWNER, plus an additional allowance of five percent (5%) to materials and direct labor to cover the CONTRACTOR's profit, superintendence, administration, insurance and other overhead. The cost of the premium portion of overtime pay shall be excluded when computing the above described charges for profit and overhead.

11.5 Overhead may be defined to include the following items:

1. Premium on bond;

2. Premium on insurance required by the State, Workmen's Compensation Insurance, public liability and property damage insurance, unemployment insurance, Federal old-age benefits, other payroll taxes and such reasonable charges that are paid by the CONTRACTOR pursuant to written agreement with an employee;

3. All salary and expenses of executive officers, supervising officers or supervising employees;

4. All clerical or stenographic employees;

5. All charges for minor equipment, such as hand tools, small hand held power tools, including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc., and other miscellaneous supplies and services including: ladders, scaffolds, safety equipment, reusable forms, administrative or personal vehicles or equipment; and

6. All drafting room accessories such as paper, tracing cloth, blue printing, etc.

11.6 Regardless of the method of payment (1, 2 or 3), the CONTRACTOR will be required to submit evidence satisfactory to the OWNER to substantiate each and every item that constitutes his proposal of the value of the change.

The OWNER will determine by which of the methods, 1, 2 or 3, the value of the change shall be computed.

The provisions hereof shall not affect the power of the CONTRACTOR to act in case of emergency as provided elsewhere in the General Conditions.

11.7 In computing the value of a Change Order (under methods 2 or 3), which involves additions and deductions of work:

1. If the cost of the added work exceeds the cost of the omitted work, CONTRACTOR's overhead and profit shall be computed on the amount by which the added work exceeds the omitted work.

2. If the cost of the omitted work exceeds the cost of the added work, the CONTRACTOR will be allowed to retain the overhead and profit on the amount by which the omitted work exceeds the added work.

SC-11.9.2 Unit Price Item Descriptions

Add the following language to paragraph 11.9.2 of the General Conditions:

"Each Unit Price Item has a Unit Price Bid Item Description Page which lists the work included under that item and certain other parameters, the details of which appear in the General Requirements if unit price work is utilized on the project. Discrepancies or omissions in Unit

Price Item Descriptions shall not be construed as relieving the CONTRACTOR of the responsibility of performing the entire work included in his/her Contract as shown on the Contract Drawings and described in the Specifications at the bid unit prices, without increases. If it is found that some aspect of the work required under this Contract was not listed in any of the Unit Price Item Descriptions, the ENGINEER shall determine under which of the existing unit price items the work shall be paid."

SC-11.9.3 Adjustment of Unit Prices

Paragraph 11.9.3 of the General Conditions is hereby deleted in its entirety and the following is substituted in its place:

"SC-11.9.3 Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs by more than 20 percent from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

Similarly, if OWNER believes that the CONTRACTOR's Unit Price for any such item is no longer commensurate with the quantity of Work performed by CONTRACTOR under that item because the above variation limit has been exceeded and if OWNER believes OWNER is entitled to a credit as a result thereof, OWNER may make a claim for a decrease in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such decrease."

Application of Adjusted Unit Prices

Add the following new paragraph to the General Conditions:

"SC-11.9.4 In determining the amount of any increase or decrease in an item of Unit Price Work, the adjusted unit price shall be applied as follows:

1. Quantity Overruns: The adjusted unit price shall be applied only to the difference between the total quantity of completed work and the calculated bid quantity at the variation limit.

2. Quantity Underruns: The difference between the adjusted unit price and the original bid unit price shall be applied to the total quantity of work completed."

ARTICLE 12 - CHANGE OF CONTRACT TIMES

SC-12.1 Notice of Claim and Supporting Data

Amend paragraph 12.1 of the General Conditions, as follows: Replace the crossed out phrase in the parenthesis, which begins on the fifth line with: "(but in no event later than ten days)."

Change the first part of the third sentence, which begins on the ninth line, to read: "Notice of the extent of the claim with supporting data shall be delivered within forty-five days after such occurrence... etc."

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Tests and Inspections

SC-13.5 Add the following language to paragraph 13.5 of the General Conditions:

"Inspectors and testing laboratories shall be acceptable to ENGINEER, and CONTRACTOR shall submit evidence of their qualifications to ENGINEER prior to any inspections or tests, if requested by ENGINEER."

Correction Period

SC-13.12.2 Add the following phrase to the last sentence of the subparagraph 13.12.2 of the General Conditions:

"or if set forth in the Partial Certificate of Substantial Completion issued under paragraph SC-14.10."

SC-13.12.3 Add the following language to subparagraph 13.12.3 of the General Conditions:

A new one year correction period shall commence to run on the date when CONTRACTOR replaces "defective" work with "non-defective" work, but such guarantee shall apply only to the actual components of the work newly installed as a result of the corrective action.

All related components of the work not showing defects shall be exempt from the additional guarantee, except that the original guarantee on a related component shall be extended for a period of time corresponding to the period of non-use of such component if it cannot be used or placed in service due to the condition of the original "defective" work, and/or for the time period that such component is taken out of service in order to replace the "defective" work.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.2 Application for Progress Payment

Add the following paragraphs to paragraph 14.2 of the General Conditions:

"Subject to OWNER's approval, ENGINEER will establish a uniform cut-off date for each month to determine the dollar value of the completed work and amount of payment to CONTRACTOR covering his operations during the preceding period."

"CONTRACTOR may request payment for delivered materials and equipment if he/she can demonstrate to OWNER's satisfaction that such item(s) are those required for incorporation in the work and that the following submittals are valid and in proper order:

1. If the materials or equipment are delivered on or off the site, the application for payment shall be accompanied by the following:

    a. Invoice or Bill of Sale from supplier or manufacturer showing destination, inventory or description, and dollar value of item(s) delivered.

    b. Packing slip showing date of delivery and carrying a notation by ENGINEER, Resident Project Representative, [or OWNER's Representative] to the effect that based on a visual examination of the packaged item(s), the item(s) appears to be in satisfactory condition and has been satisfactorily stored. Such notation shall not be construed as final acceptance of the item(s).

    c. Proof of property damage insurance coverage in amount of 100 percent of the value of the stored item(s). As a minimum, the certificate shall name not only the CONTRACTOR, but also the OWNER (as Additional Named Insured) to provide fire, extended coverage, vandalism and malicious mischief insurance for the stored item(s).

2. If the materials or equipment are delivered to an off-site warehouse, which must be located within a reasonable distance of the site, the following <u>additional</u> data must accompany the application:

    a. In lieu of the Packing Slip (above), a copy of the shipping receipt from the warehouse indicating that the item(s) was delivered and stored at the warehouse, including date of delivery and inventory listing thereof. The receipt shall carry a notation by ENGINEER, Resident Project Representative, [or OWNER's Representative] to the effect that, based on a visual examination of the packaged item(s), the item(s) appears to be in satisfactory condition and has been satisfactorily stored. Such notation shall not be construed as final acceptance of the item(s).

    b. Copy of letter from CONTRACTOR to the warehouse directing that the stored item(s) not be released except upon authorization of CONTRACTOR, ENGINEER, Resident Project Representative, [or OWNER's Representative].

c. Letter from CONTRACTOR's surety company to ENGINEER consenting to payment for the stored item(s) in accordance with the Contract Documents. The letter must identify the item(s) for which the consent is given.

3. The amount requested for payment of stored materials or equipment shall not include any of the CONTRACTOR's overhead, profit or other unrelated costs, and shall not exceed the price indicated for the item in the Schedule of Values submitted by the CONTRACTOR."

Review of Applications for Progress Payment

SC-14.4 Delete the phrase "Ten days," which begins the third sentence of paragraph 14.4 of the General Conditions and substitute in its place the phrase "forty-five days."

SC-14.7 Add the following language in front of the first sentence of General Condition paragraph 14.7:

"ENGINEER will refuse to recommend any payment, regardless of amount otherwise due, unless any updated progress schedule required by the Contract Documents has been submitted by CONTRACTOR and found acceptable to ENGINEER."

Add the following language to the subparagraphs of paragraph 14.7 of the General Conditions, as follows:

SC-14.7.4 "Add the following language to the end of subparagraph 14.7.4: "or Contractor has failed to submit certifications, affidavits, schedules, or other written information when and as required in the Contract Documents, or CONTRACTOR has failed to submit shop drawings in accordance with the shop drawing schedule."

Add the following new subparagraph immediately after subparagraph 14.7.8 of the General Conditions:

"SC-14.7.9. Liability for liquidated or other damages contained or referenced herein has been incurred by the CONTRACTOR".

Substantial Completion:

SC-14.8 Delete the first sentence of General Condition 14.8 and replace with the following:

"When CONTRACTOR considers the entire Work ready for its intended use, and after completion of required instruction of OWNER's personnel in proper operation and maintenance of the Work and delivery of current record documents and operation & maintenance data to ENGINEER for OWNER in accordance with General and Supplementary Condition 6.19, CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is

substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion."

Add the following new subparagraph immediately after SC-14.8:

"SC-14.8.1 Once the project is deemed substantially complete in accordance with paragraph 14.8 of the General Conditions, Contractor shall apply for in its next progress payment request, and OWNER will pay as its next progress payment to CONTRACTOR, an amount sufficient to increase total payments to CONTRACTOR to 100% of the final contract price, less a retained amount which shall equal two times the dollar value of any work remaining to be completed, as determined by ENGINEER and agreed to by OWNER; less retained amounts necessary to satisfy any claims, liens or judgements against the CONTRACTOR which have not been suitably discharged; and less any other sums which may be lawfully deducted, the net retained amount being termed the "Final Payment." If ENGINEER's Certificate of Substantial Completion contains a list of items to be completed or corrected (GC-14.8), CONTRACTOR's first application for payment after issuance of notice of Substantial Completion shall also include CONTRACTOR's schedule for completing or correcting such items."

Partial Utilization

Add the following sentence to end of subparagraph 14.10.1 of the General Conditions:

"However, the OWNER reserves the right to delay accepting, using, or operating any part of the Work until the entire Work is completed."

Final Inspection

Paragraph 14.11 of the General Conditions is hereby deleted in its entirety and the following is substituted in its place:

"SC-14.11 When Contractor considers Work or an agreed upon portion thereof is complete, written certification shall be submitted stating that the Work is ready for final inspection, and specifically indicating that the Contractor has:

1. Reviewed Contract Documents

2. Completed Work in accordance with Contract Documents, and all deficiencies listed with Certificate of Substantial Completion have been corrected.

3. Inspected Work for compliance with Contract Documents.

After receipt of such certification and after completion of Contractor's cleaning of the area and equipment in accordance with Sub-part entitled "Final Cleaning" in this Section, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is

incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies."

Final Application for Payment

SC-14.12 Add the following language to paragraph 14.12 of the General Conditions:

"The application shall be made on forms provided by the ENGINEER. By signing the application and certificate for payment, the CONTRACTOR certifies that the total cost of the Work and the amount due the CONTRACTOR for payment is full compensation for all Work done under the terms of the contract in its original form; that the payment is full compensation for all Work ordered to be done under Change Orders; and that the payment is full compensation for all other Work done by the CONTRACTOR and for all damages, losses, and expense incurred by the CONTRACTOR for doing and furnishing everything relating to or arising out of the Work, and that the CONTRACTOR waives all right to claim or receive any further compensation in addition to that provided for in the Final Payment except as provided in paragraph 14.15."

Final Payment and Acceptance

SC-14.13 Delete the phrase "Thirty days" which begins the last sentence of paragraph 14.13 of the General Conditions.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

SC-15.5 CONTRACTOR May Stop Work or Terminate

Amend paragraph 15.5 of the General Conditions, as follows:

a. Change the phrase "or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due," which begins on the fifth line of GC-15.5, to read: "or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due."

b. Change the phrase "or OWNER has failed for thirty days to pay CONTRACTOR any sum finally determined to be due," which begins on the fifteenth line of GC-15.5, to read: "or OWNER has failed for sixty days to pay CONTRACTOR any sums finally determined to be due."

ARTICLE 16 - DISPUTE RESOLUTION

Add the following statement to the introductory paragraph under Article 16 of the General Conditions:

"No agreement has been reached between OWNER and CONTRACTOR on the method and procedure for resolving disputes between them."

ARTICLE 17 - MISCELLANEOUS

(No Amendments to the General Conditions).

EXHIBITS

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Clay

Ronald DeTota II
499 Col. Eileen Collins Blvd.
Syracuse NY 13212

Schedule Year	2025 through 2026
Date Requested	09/11/2025
PRC#	2025901037

Location	Town of Clay
Project ID#	195.101.025
Occupation Type(s)	Trash and Refuse Removal

PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2025 through June 2026. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, www.labor.ny.gov. Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Clay

Ronald DeTota II
499 Col. Eileen Collins Blvd.
Syracuse NY 13212

Schedule Year 2025 through 2026
Date Requested 09/11/2025
PRC# 2025901037

Location Town of Clay
Project ID# 195.101.025
Occupation Type(s) Trash and Refuse Removal

Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information
All information must be supplied

Federal Employer Identification Number: _____

Name: _____

Address: _____

_____

City: _____ State: _____ Zip: _____

Amount of Contract: $_____ Occupation(s): _____

Approximate Starting Date: ___/___/___ _____

Approximate Completion Date: ___/___/___ _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Introduction to the Prevailing Rate Schedule

Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars ($1,500).

Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: $16.00 per hour wage rate X 8 hours per day = $128.00; $128.00 X 5 paid days off = $640.00; $640.00 divided by 2080 hours = $0.31 per hour. The $0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: *For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".*

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Onondaga County Article 9

Trash and Refuse Removal — 09/01/2025

JOB DESCRIPTION Trash and Refuse Removal **DISTRICT** 10

ENTIRE COUNTIES
Cayuga, Cortland, Madison, Onondaga, Oswego

WAGES
For use with Transfer Station Site Operations Only

Per hour:	07/01/2025
Indus. Truck Driver/Tractor Operator	$ 23.43
Laborer/ non-construction	$ 22.27
Conveyor operators and tenders	$ 20.60
Weighers/Measurers	$ 23.88

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS
Per hour: $ 2.46

OVERTIME PAY
See (B, B3) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S - Trans.Station.Ops

Trash and Refuse Removal — 09/01/2025

JOB DESCRIPTION Trash and Refuse Removal **DISTRICT** 10

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Erie, Franklin, Genesee, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES
Per Hour:

	07/01/2025	05/01/2026
Trash, Recycling Roll-Off and Brush Drivers	$ 19.50	$ 20.00
Thrower Helper	16.00	16.50

IMPORTANT INFORMATION:
Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2025	05/01/2026
	$ 5.40	$ 5.60

Applies the 1st of the month after 30 days of service.
Required up to 40 hours paid per week

Vacation pay:
After one year of service: 5 days per year
After four years of service: 10 days per year
After nine years of service: 15 days per year

4 Personal days after 90 days of service.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule", 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY
See (B, B3, K) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
To be eligible for holiday pay an employee must complete 6 months continuous service, have worked the regularly scheduled day prior to the holiday as well as the first regularly scheduled day after the holiday.

Employees who are scheduled to work on a holiday must work that holiday or forfeit holiday pay.

If a holiday falls on an unscheduled workday (Sat/Sun) no holiday pay will be issued.

10-317

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(B3)	Time and one half of the hourly rate after 40 straight hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays

(S)	Two and one half times the hourly rate for Holidays
(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
(T)	Triple the hourly rate for Holidays
(U)	Four times the hourly rate for Holidays
(V)	Including benefits at SAME PREMIUM as shown for overtime
(W)	Time and one half for benefits on all overtime hours.
(X)	Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone Fax

E-Mail:

2. NY State Units (see Item 5).

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 1O Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone Fax

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

_____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Fuel Delivery
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://apps.labor.ny.gov/EDList/searchPage.do

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 09/05/2025

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		ADESUWA UWUIGBE		320 THROOP AVENUE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		CHARLES AIBANGBEE		320 THROOP AVE APT #3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	NYC	*****5732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11951	03/14/2022	03/14/2027
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL	*****8011	ECOA CLEANING CONTRACTORS INC		320 THROOP AVENUE APT# 3BROOKLYN NY 11206	02/16/2024	02/16/2029
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	05/17/2021	05/17/2026
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		935 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027

SECTION 01026

LUMP SUM ITEMS
(BID ITEM DESCRIPTIONS)

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Price make-up.

B. Elements of Bid Item description page.

C. List of Lump Sum Items.

D. Bid Item Description – attached page(s).

1.2 RELATED SECTIONS

A. Bid Form – Schedule of Lump Sum Items.

B. Section 01010 – SUMMARY OF WORK AND CONTRACT REQUIREMENTS

1.3 PRICE MAKE-UP

A. Lump sum prices bid by Contractor are deemed to be full compensation for all related labor, products, tools, equipment, plant, transportation, testing, inspection, services, incidentals, administrative procedures, applicable taxes, permit fees, overhead, profit, and other miscellaneous expenses.

1.4 ELEMENTS OF BID ITEM DESCRIPTION PAGE

A. Identification of lump sum item, as set forth in the Bid Form

B. Brief statement of work involved in the item.

C. Listing of components of work which make-up the item, including reference to the Section(s) covering each component.

D. Cross-reference to associated work not included in the item.

1.5 LIST OF LUMP SUM ITEMS

Bid Item No. and Title	Bid Item Description Number
1. Collection and Disposal of All Refuse, Rubbish, Garbage, and Recyclables	BI-1

1.6 BID ITEM DESCRIPTIONS

A. Bid Item Description pages identified above are attached at the end of this Section.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

BID ITEM 1

COLLECTION AND DISPOSAL OF ALL REFUSE, RUBBISH, GARBAGE, AND RECYCLABLES

Work Included.

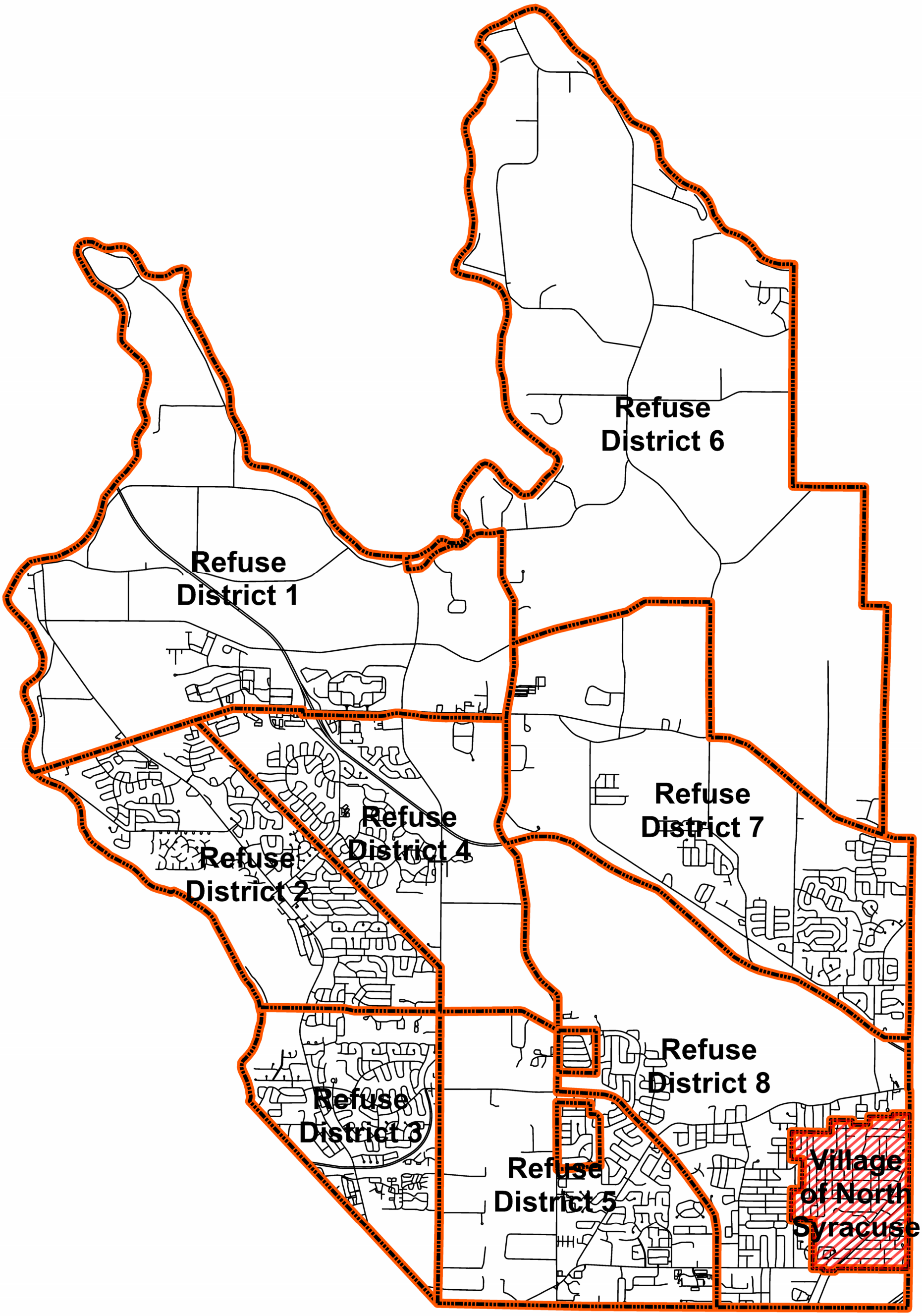
- All labor, equipment and materials necessary for and incidental to the collection and disposal of all refuse, rubbish, garbage and recyclables from all houses and premises within any or all of the following Clay Refuse Districts: No. 1, No. 2, No. 3, No. 4, No. 5, No. 6, No. 7, and No. 8.

- Performance of all operation with the conditions set forth in the Contract Documents.

- Collection and disposal of such refuse, rubbish, garbage and recyclables in accordance with the provisions of the Town of Clay Local Law No. 1 of the year 2000 and the Onondaga County Resource Recovery Agency haulers permit, and as modified in the Information for Bidders Section of this specification.

Method of Payment.

Payment for all work under this Contract will be made on a lump sum basis, on an equal monthly basis, at the end of each month.



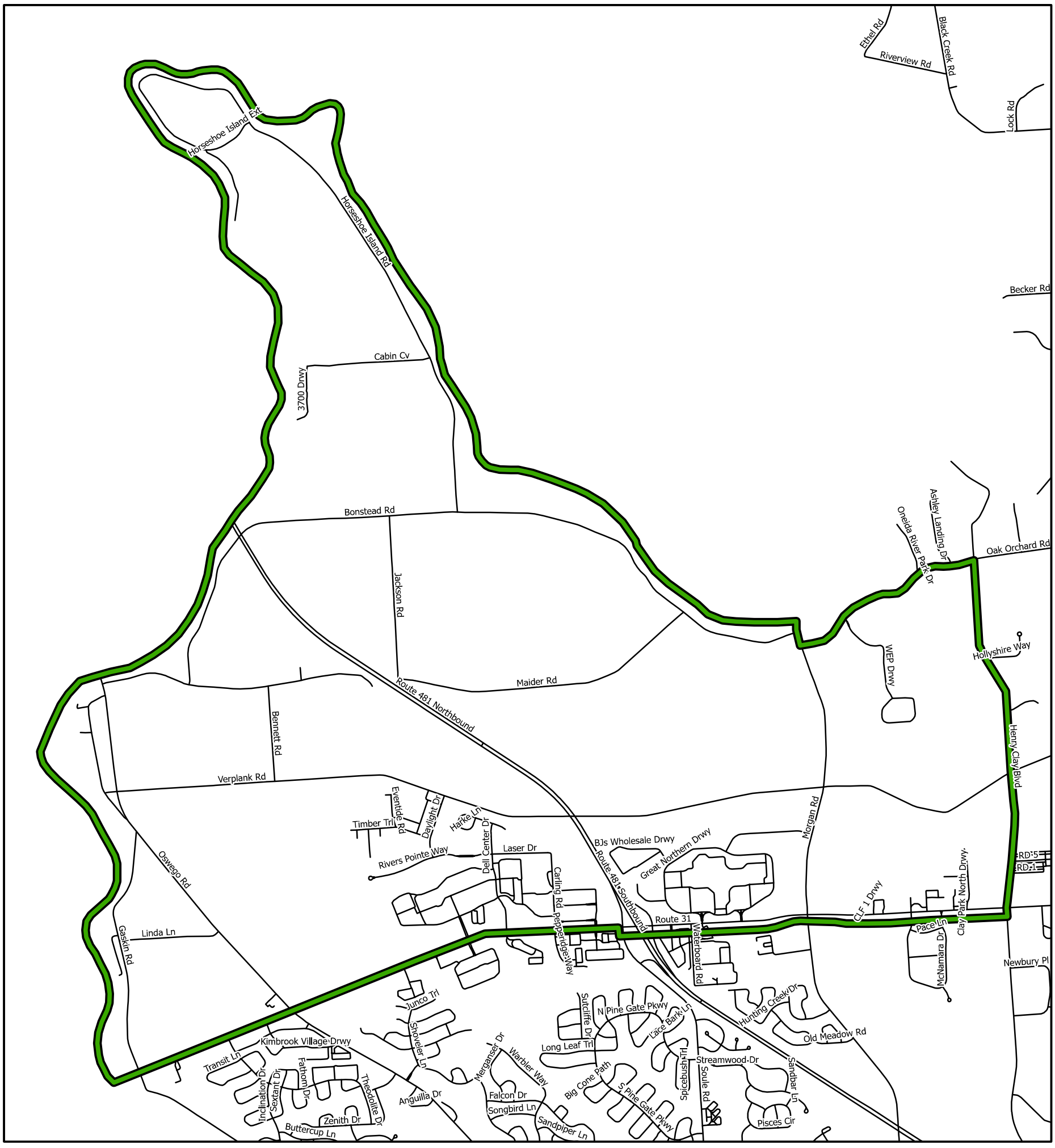
C&S COMPANIES®

N

0 1,500 3,000 4,500 6,000 Feet

TOWN OF CLAY
TRASH DISTRICTS MAP
2025

Town of Clay - Trash District 1



Legend

REFUSE DISTRICT 1

Streets

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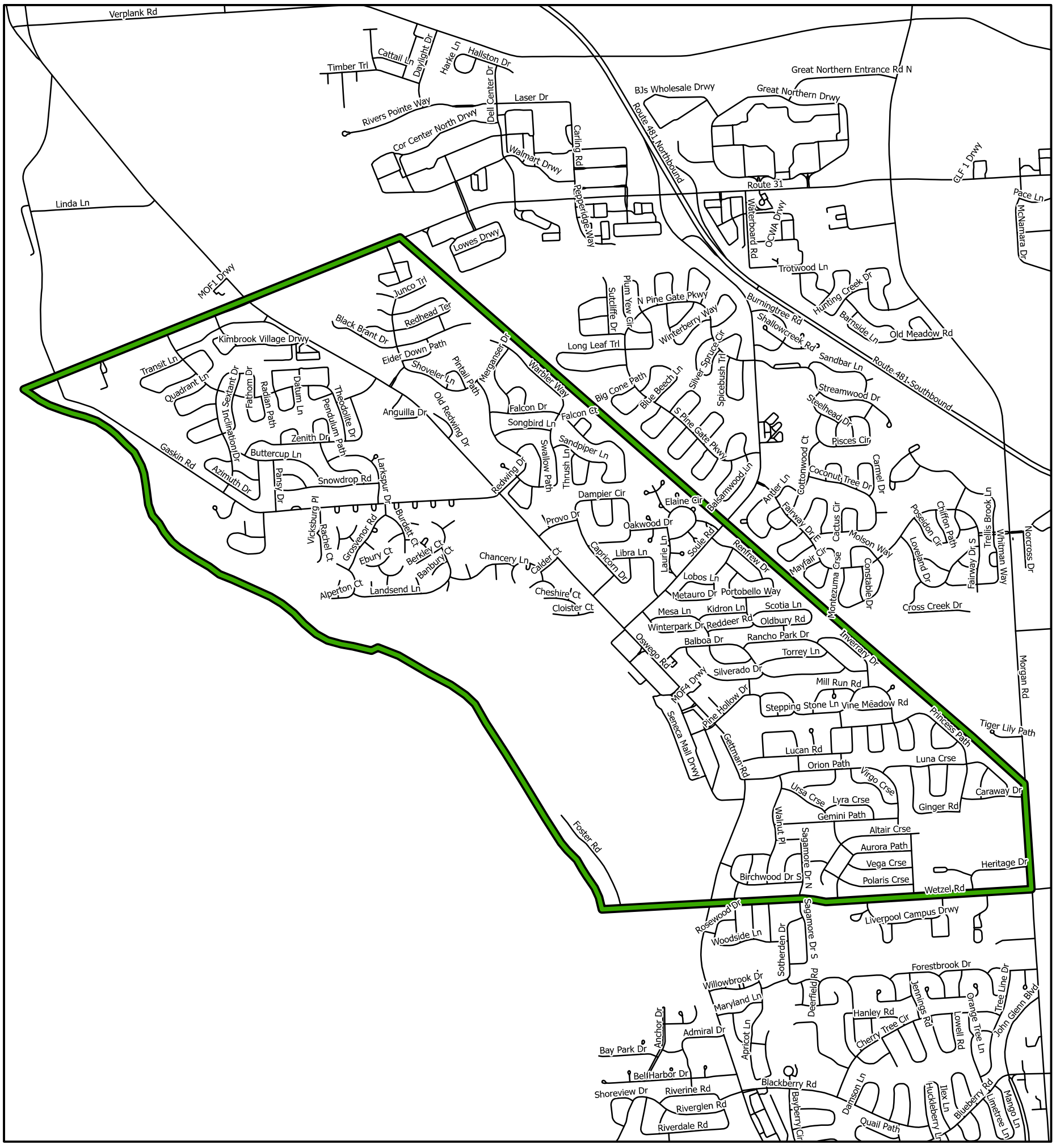
Feet

1:30,000

C&S COMPANIES®

Town of Clay - Trash District 2



Legend

REFUSE DISTRICT 2

Streets

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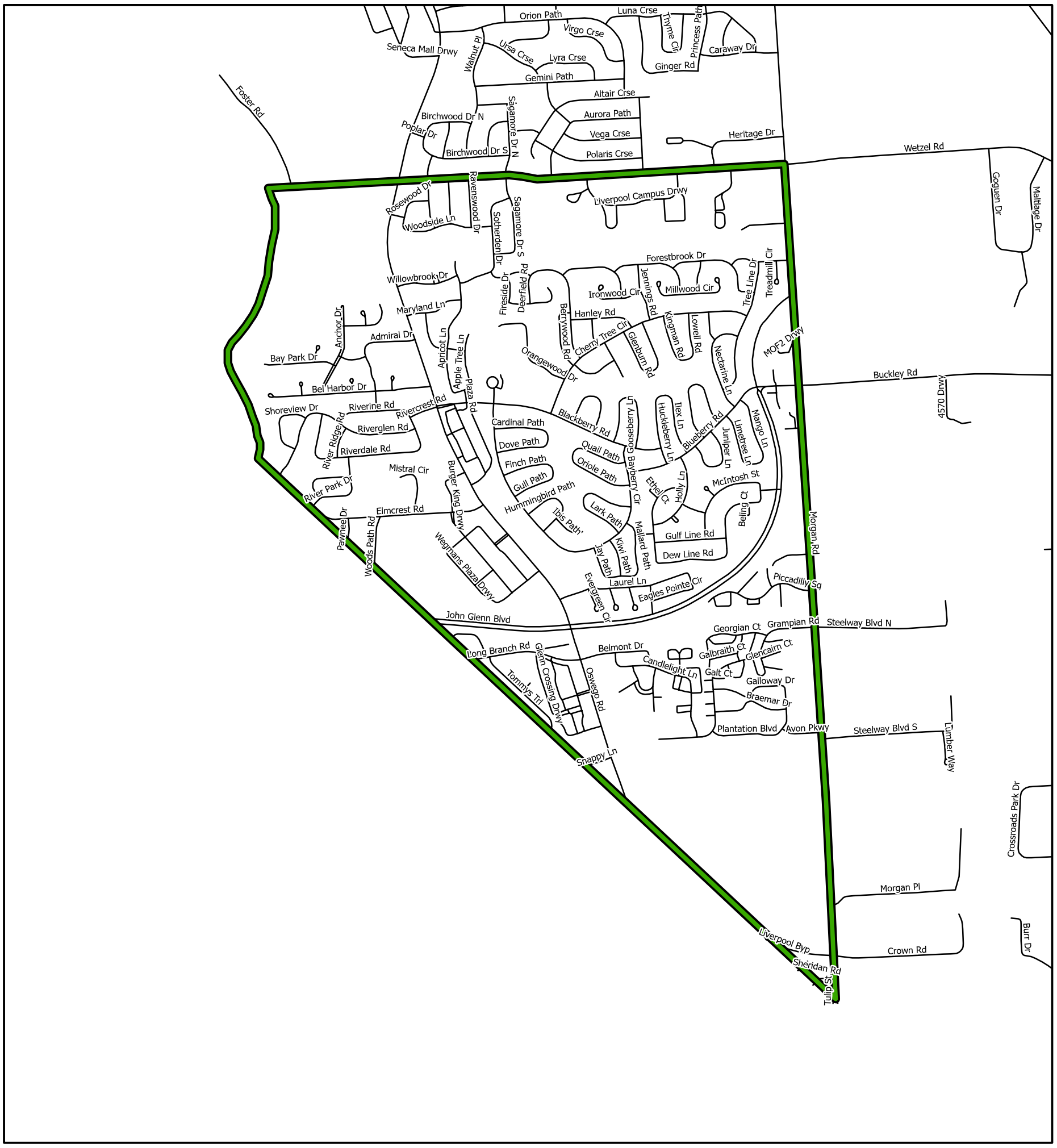
C&S COMPANIES®

Town of Clay - Trash District 3



Legend

REFUSE DISTRICT 3

Streets

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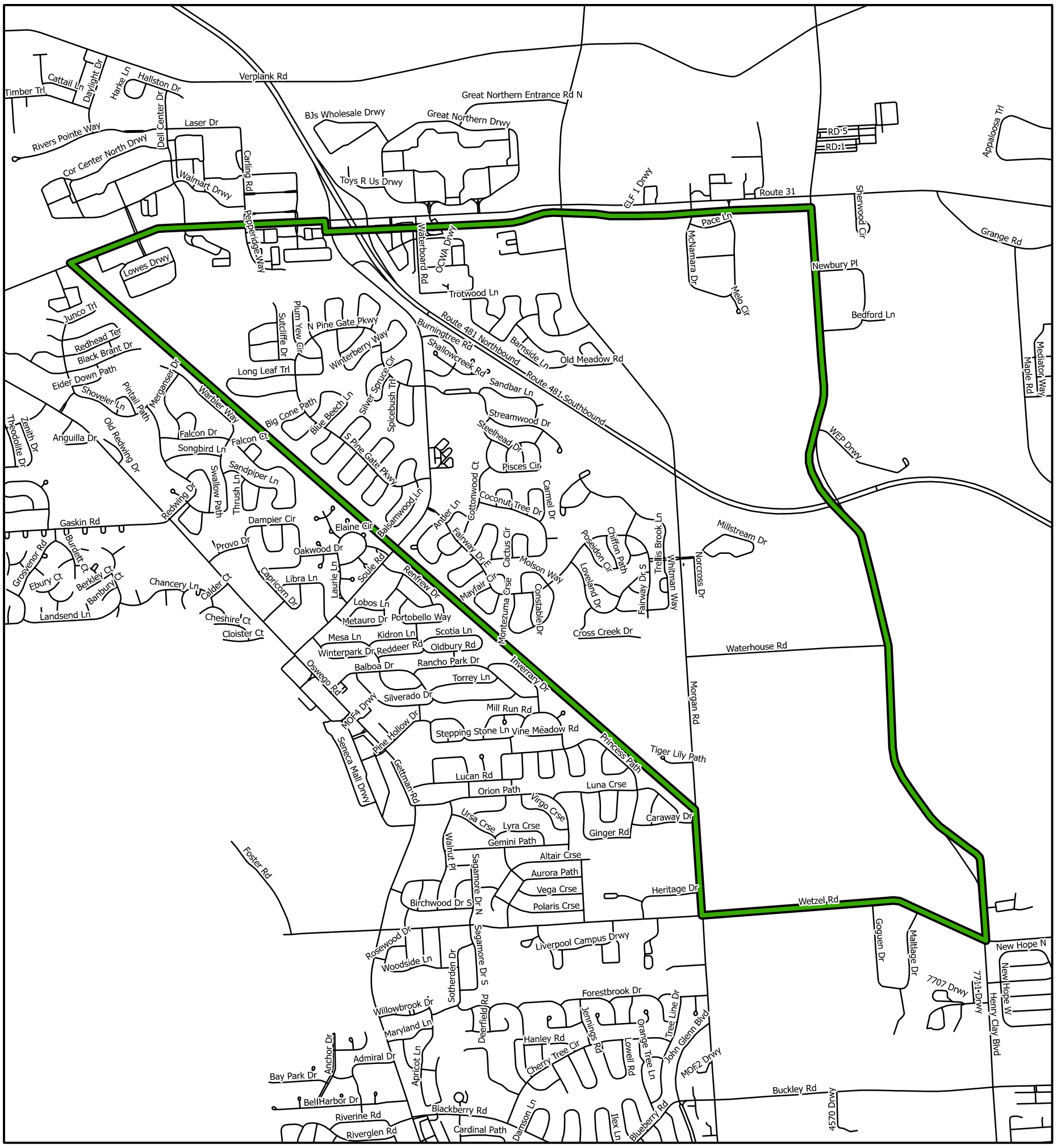
C&S COMPANIES®

Town of Clay - Trash District 4



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REFUSE DISTRICT 4

Streets

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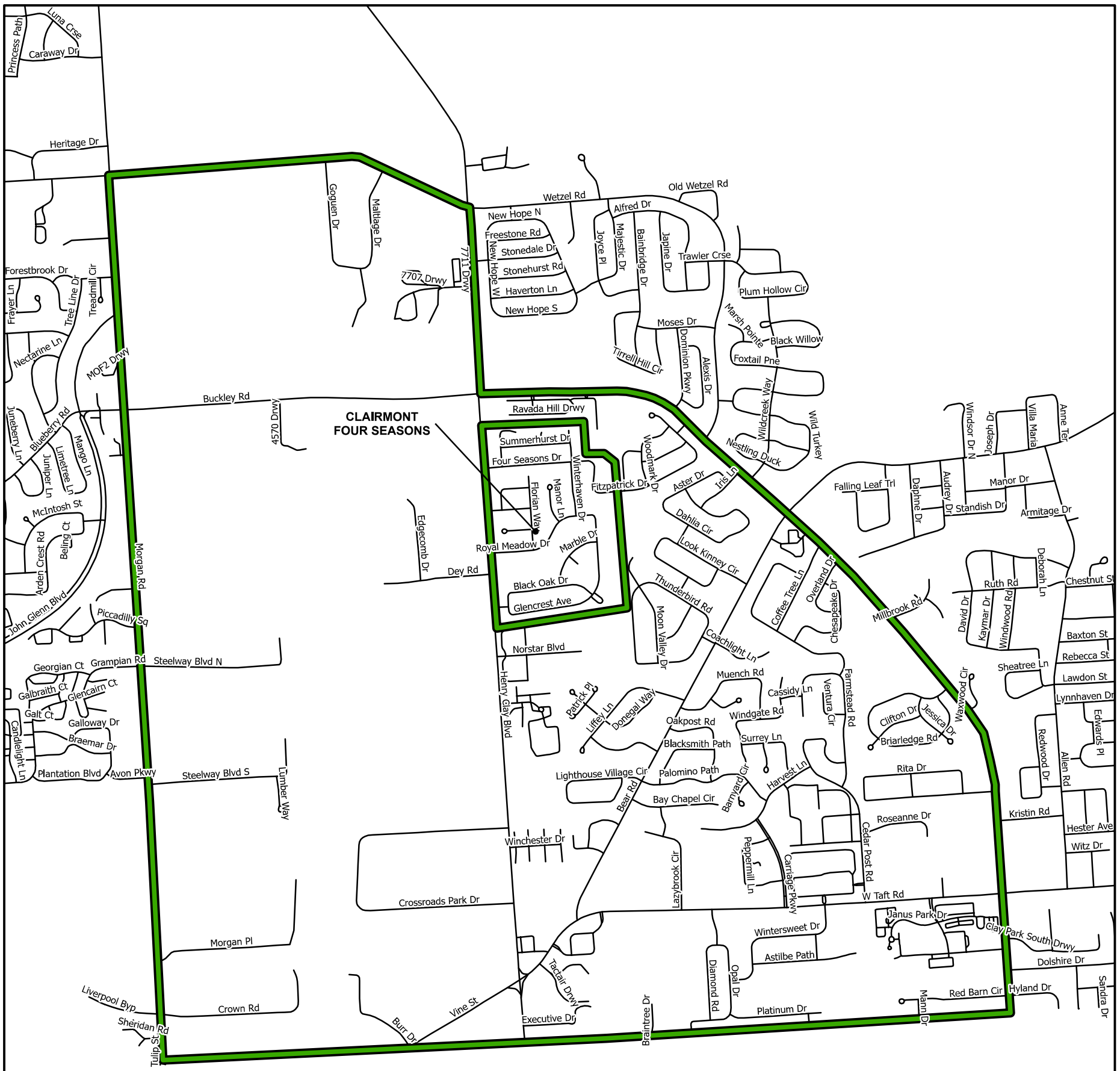
C&S COMPANIES®

Town of Clay - Trash District 5



Legend

REFUSE DISTRICT 5

Streets

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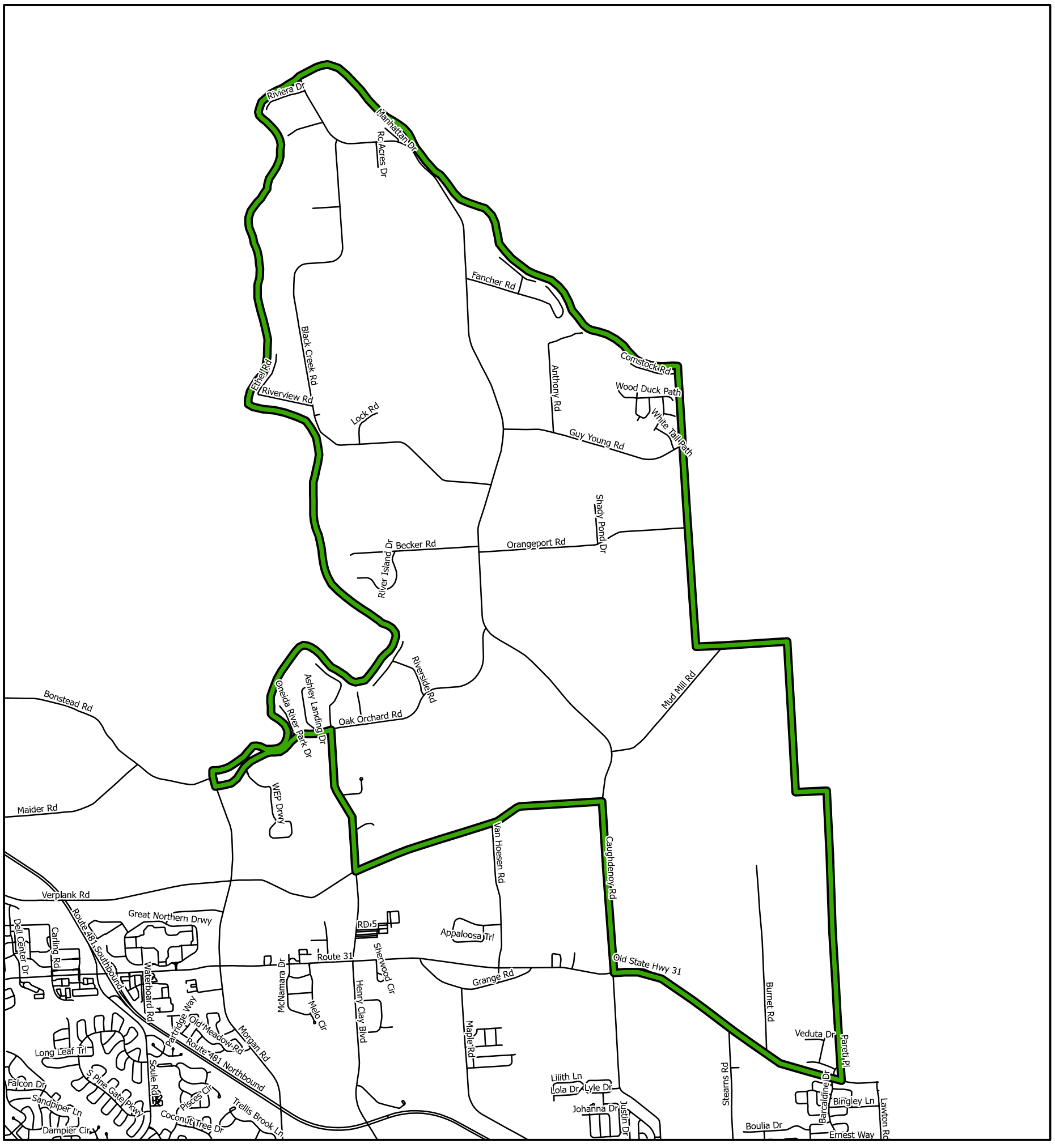
C&S COMPANIES®

Town of Clay - Trash District 6



Legend

REFUSE DISTRICT 6

Streets

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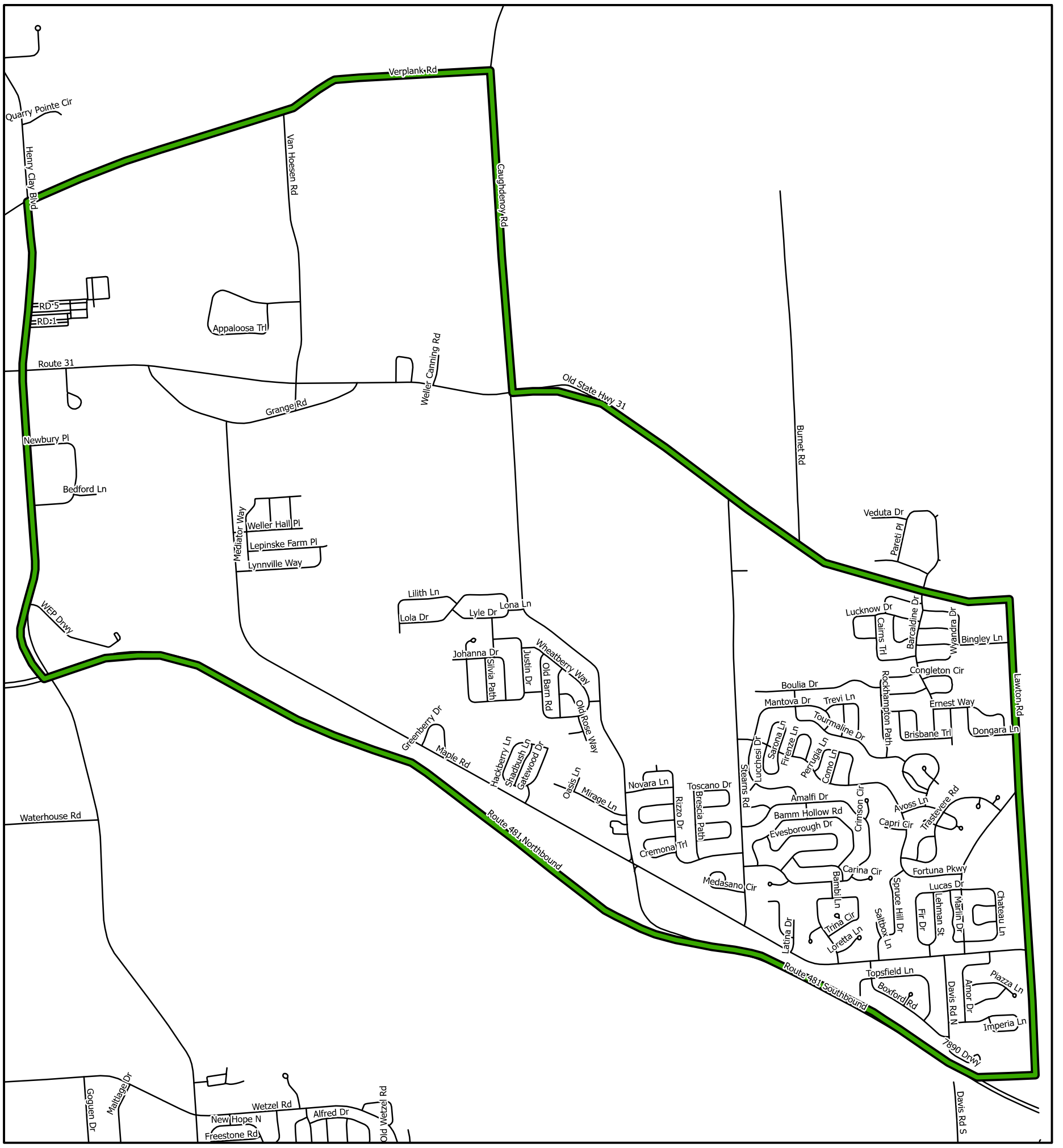
C&S COMPANIES®

Town of Clay - Trash District 7



Legend

REFUSE DISTRICT 7

Streets

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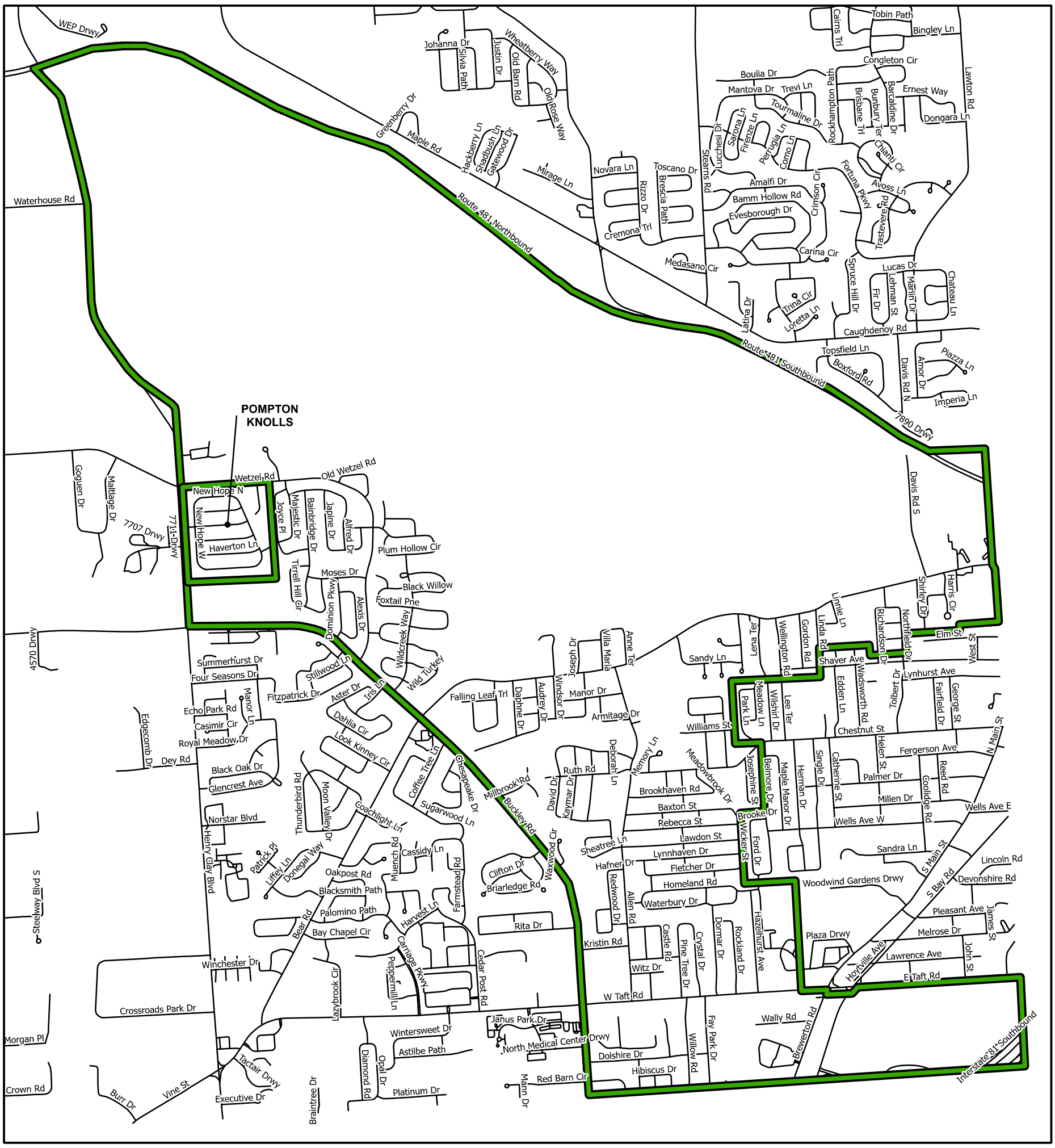
1:24,000

C&S COMPANIES®

Town of Clay - Trash District 8



Legend

REFUSE DISTRICT 8

Streets

N W E S

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C&S COMPANIES®